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STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS  
INSTRUCTIONS TO BIDDERS  
GENERAL CONDITIONS  
AND  
SPECIAL PROVISIONS  
FOR BUILDING ADJACENT TO STATE HIGHWAY IN  
SISKIYOU COUNTY NEAR MOUNT SHASTA AT THE DUNSMUIR GRADE  
TRUCK INSPECTION FACILITY**

**CONTRACT NO. 02-366704  
02-Sis-5-R11.6**

**Federal Aid Project  
ACIM-005-9(158)E**

**Bids Open: June 18, 2002  
Dated: May 20, 2002**

**OSD**

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# IMPORTANT SPECIAL NOTICES

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- Attention is directed to the Notice to Contractors regarding references to the District and District Director's Office. The Office of the District Director for the Northern Region is located at Marysville.
- **Payment Bonds**  
Attention is directed to Section 2-1.03, "Contract Bonds," of the Instructions to Bidders, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.
- Federal minimum wage rates for this project are no longer included in the "Proposal and Contract" book. They will be available through the California Department of Transportation's Electronic Project Document Distribution Internet Web Site at <http://hqidoc1.dot.ca.gov/>. See Notice to Contractors.



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## DEPARTMENT OF TRANSPORTATION

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## NOTICE TO CONTRACTORS

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**CONTRACT NO. 02-366704**

**02-Sis-5-R11.6**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR BUILDING  
ADJACENT TO STATE HIGHWAY IN SISKIYOU COUNTY NEAR MOUNT SHASTA AT THE DUNSMUIR  
GRADE TRUCK INSPECTION FACILITY**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on June 18, 2002, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR  
BUILDING ADJACENT TO STATE HIGHWAY IN SISKIYOU COUNTY NEAR MOUNT SHASTA AT THE  
DUNSMUIR GRADE TRUCK INSPECTION FACILITY**

General work description: Construct a new scale operation and office building.

This project has a goal of 5 percent disadvantaged business enterprise (DBE) participation.  
No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE  
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE  
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or Class B license or a combination of Class C licenses which constitutes a majority of the work.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Instruction to Bidders or the General Conditions or in the special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.



The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at <http://hqidoc1.dot.ca.gov/>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated May 20, 2002

FTN

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS  
FOR  
BUILDING CONSTRUCTION**

JANUARY 2002

*Issued by*

DEPARTMENT OF TRANSPORTATION



## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1**

#### **PROPOSAL REQUIREMENTS AND CONDITIONS**

##### **1-1.01 GENERAL**

- The bidder shall carefully examine the instructions contained herein and shall be satisfied as to the conditions with which the bidder must comply prior to bid and to the conditions affecting the award of contract.
- These instructions form a part of the contract documents.
- Attention is directed to Section 1-1.01, "General," of the General Conditions regarding the use of masculine gender pronouns in these Instructions to Bidders.

##### **1-1.02 CONTRACTOR'S LICENSING LAWS**

- Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.
- All bidders and contractors shall be licensed in conformance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.
- Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

##### **1-1.03 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF THE WORK**

- The bidder shall examine carefully the site of the work contemplated, the plans and special provisions and these instructions to bidders and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of these instructions to bidders, plans, special provisions, and the contract.
- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.
- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or Contractors, upon written request, subject to the conditions hereinafter set forth. Those records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of those prior projects.
- Inspection of those records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory, Sacramento, California. The records of investigations and project records are not a part of the contract and are available solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the Department assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of project records, or of the interpretations set forth therein or made by the Department in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by the investigations or records are representative of those existing in or throughout those areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.
- No information derived from the inspection of investigations or compilation thereof made by the Department or from the Engineer, or his assistants, will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the contract.

##### **1-1.04 PROPOSAL FORMS**

- The Department will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid will be rejected.
- The proposal form is bound together with the contract in a book entitled "Proposal and Contract." The proposal shall set forth the bid price, in clearly legible figures, in the space provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.
- The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

- All proposal forms other than for “District Opening” projects shall be obtained from the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, California 95814, or as otherwise designated in the “Notice to Contractor.”
- Proposals for “District Opening” projects shall be made on forms obtained from the District Director of Transportation in whose district the work is to be performed, but in all other respects the provisions in this Section 1-1.04 shall apply.

#### **1-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

- Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid, in conformance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder’s attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
- A sheet for listing the subcontractors, as required herein, is included in the “Proposal and Contract” book.

#### **1-1.055 STATE EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACTS**

- No employee of the State shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the Department.
- No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

#### **1-1.06 PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING**

- Pursuant to Section 10162 of the Public Contract Code the bidder shall complete, under penalty of perjury, the questionnaire in the Proposal relating to previous disqualification, removal or other prevention of bidding of the bidder, or officers or employees of the bidder because of violation of law or a safety regulation.
- A bid may be rejected on the basis of a bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

#### **1-1.07 PROPOSAL GUARANTY**

- All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder’s security:

Cash, a cashier’s check, a certified check, or a bidder’s bond executed by an admitted surety insurer, made payable to the Director of Transportation.

- The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder’s security is enclosed with it.
- The bidder’s bond shall conform to the bond form in the book entitled “Proposal and Contract” for the project and shall be properly filled out and executed. The bidder’s bond form included in that book may be used. Upon request, “Bidder’s Bond” forms may be obtained from the Department of Transportation.

#### **1-1.08 COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD**

- Pursuant to Public Contract Code Section 10232, the Contractor shall swear by a statement, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding 2-year period because of the Contractor’s failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board. For purposes of Section 10232 a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The State may rescind any contract in which the Contractor falsely swears to the truth of the statement required by Section 10232.
- The statement required by Public Contract Code Section 10232 is on the page preceding the signature page of the Proposal.

#### **1-1.09 WITHDRAWAL OF PROPOSALS**

- Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the Department. The request shall be executed by the bidder or the bidder’s duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

#### **1-1.10 PUBLIC OPENING OF PROPOSALS**

- Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

#### **1-1.11 REJECTION OF PROPOSALS**

- Proposals may be rejected if they have been transferred to another bidder, or if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

#### **1-1.12 COMPETITIVE BIDDING**

- If more than one proposal be offered by any individual, firm, copartnership, corporation, association, or any combination thereof, under the same or different names, all of those proposals may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work.
- All bidders are put on notice that any collusive agreement to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the State Contract Act and the Business and Professions Code and may render void any contract let under those circumstances.

#### **1-1.13 RELIEF OF BIDDERS**

- Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the Department written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

#### **1-1.14 INELIGIBILITY TO CONTRACT**

- Public Contract Code Section 10285.1 provides as follows:

Any State agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A State agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

- A form for the statement required by Section 10285.1 is included in the Proposal.

## SECTION 2

### AWARD AND EXECUTION OF CONTRACT

#### 2-1.01 AWARD OF CONTRACT

· The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for any further period as may be agreed upon in writing between the Department and the bidder concerned.

#### 2-1.02 RETURN OF PROPOSAL GUARANTIES

· The proposal guaranties accompanying the proposals of the first, second and third lowest responsible bidders will be retained until the contract has been finally executed, after which all those proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the Department, of the first, second and third lowest responsible bidders.

#### 2-1.03 CONTRACT BONDS

· The successful bidder shall furnish the 2 bonds required by the State Contract Act. One bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the work under the contract and the other bond shall guarantee the faithful performance of the contract. The bond forms will be furnished to the successful bidder by the Department.

· Except as otherwise provided in Section 3248 of the Civil Code and Section 30154 of the Streets and Highways Code, the payment bond shall be in a sum equal to the contract price and the performance bond shall be in a sum equal to at least one-half of the contract price.

· All alterations, extensions of time, extra and additional work, and other changes authorized by the General Conditions, the special provisions or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

#### 2-1.04 EXECUTION OF CONTRACT

· The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

#### 2-1.05 FAILURE TO EXECUTE CONTRACT

· Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within 8 days, not including Saturdays, Sundays and legal holidays, after that bidder has received the contract for execution shall be just cause for the forfeiture of the bidder's security. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

**GENERAL CONDITIONS**  
**SECTION 1**  
**DEFINITIONS AND TERMS**

**1-1.01 GENERAL**

- Unless the context otherwise requires, wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, appear in the contract documents, the intent and meaning shall be interpreted as provided in this Section 1.
- Working titles having a masculine gender, such as "workman" and "journeyman" and pronouns, such as "he" and "himself", are utilized in these General Conditions, the Instructions to Bidders and the special provisions for the sake of brevity, and are intended to refer to persons of either gender.

**1-1.02 ACCEPTANCE**

- The formal written acceptance by the Director of Transportation of an entire contract which has been completed in all respects in conformance with the contract documents and any modifications thereof previously approved.

**1-1.03 ADDENDUM**

- A document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the original contract documents.

**1-1.04 BIDDER**

- Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly, or through a duly authorized representative.

**1-1.05 CONTRACT**

- The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The contract shall include the notice to contractors, Instructions to Bidders, proposal, plans, General Conditions, special provisions and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplementary agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

**1-1.06 CONTRACTOR**

- The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the Department of Transportation, as party or parties of the second part or their legal representatives.

**1-1.07 DAYS**

- Unless otherwise designated, days as used in the contract documents will be understood to mean calendar days.

**1-1.08 DEPARTMENT**

- The Department of Transportation of the State of California, as created by law.

**1-1.09 DIRECTOR**

- The executive officer of the Department of Transportation, as created by law.

**1-1.10 ENGINEER**

- The Chief Engineer, Department of Transportation, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

**1-1.11 GENERAL NOTES**

- The written instructions, provisions, conditions or other requirements appearing on the plans, and so identified thereon, which pertain to the performance of the work.

**1-1.12 LABORATORY**

- The Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

**1-1.13 LEGAL HOLIDAYS**

- Those days designated as State holidays in the Government Code.

#### **1-1.14 LIQUIDATED DAMAGES**

· The amount prescribed in the special provisions, pursuant to the authority of Public Contract Code Section 10226, to be paid to the State or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

#### **1-1.15 PLANS**

· The official drawings including plans, elevations, sections, detail drawings, diagrams, plates, general notes, information and schedules thereon, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. The plans include any drawings or plates bound within the special provisions.

#### **1-1.16 PREMISES**

· The area of State-owned property which surrounds the work site, limited by the property lines thereof. In some cases the premises may coincide with the work site.

#### **1-1.17 PROPOSAL**

· The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

#### **1-1.18 PROPOSAL FORM**

· The approved form upon which the Department of Transportation requires formal bids be prepared and submitted for the work.

#### **1-1.19 PROPOSAL GUARANTY**

· The cash, cashier's check, certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the Department of Transportation for the performance of the work if the contract is awarded to the bidder.

#### **1-1.20 SPECIAL PROVISIONS**

· The special provisions are specific clauses setting forth conditions or requirements of the work and supplementary to these General Conditions and the Instructions to Bidders. The Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates is to be considered as a part of the special provisions.

#### **1-1.21 STATE**

· The State of California.

#### **1-1.22 STATE CONTRACT ACT**

· An act to regulate contracts for the erection, construction, alteration, repair or improvement of any state structure, building, road, or other State improvements of any kind, to be found in Chapter 1, Division 2 of the Public Contract Code.

#### **1-1.23 WORK**

· The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the contract.

#### **1-1.24 WORKING DAY**

· Every day except Saturdays, Sundays, legal holidays, and those days not charged as working days pursuant to Section 6-1.07, "Time of Completion," of these General Conditions.

#### **1-1.25 WORK SITE**

· The area of actual construction and the areas immediately adjacent thereto.

#### **1-1.26 ABBREVIATIONS**

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association



API	American Petroleum Institute.
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CBC	California Building Code
CEC	California Electrical Code
CS	Commercial Standards (US Department of Commerce)
EIA	Electronic Industries Association
ESO	Electrical Safety Orders
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
IEEE	Institute of Electrical and Electronics Engineers
ICBO	International Conference of Building Officials
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
PEI	Porcelain Enamel Institute
PS	Product Standard (US Department of Commerce)
RIS	Redwood Inspection Service
SCPI	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UPC	Uniform Plumbing Code
WCLB	Grade Stamp for WCLIB
WCLIB	West Coast Lumber Inspection Bureau (Grade Stamped WCLB)
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

### **Units of Measurement**

. Some of the symbols for units of measurement used in the specifications are defined as follows. The symbols for other units of measurement used in the specifications are as defined in ASTM Designation: E-380, or in the various specifications and test referenced in the specifications.

Symbols as used  
in the Specifications

Definitions

A	amperes
g	gram
kg	kilogram
ha	hectare (10 000 m <sup>2</sup> )
h	hour
J	joule
L	liter
m	meter
km	kilometer
mm	millimeter
μm	micrometer
nm	nanometer
m <sup>2</sup>	square meter
m <sup>3</sup>	cubic meter
N	newton
N·m	newton meter
	ohm
Pa	pascal
kPa	kilopascal
MPa	megapascal
s	second
tonne	metric ton (1000 kg)
W	watt
V	volt

## **SECTION 2**

### **CONTROL AND SCOPE OF THE WORK**

#### **2-1.01 AUTHORITY OF ENGINEER**

· The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

#### **2-1.02 INTENT OF PLANS AND SPECIAL PROVISIONS**

· The intent of the plans and special provisions is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in conformance with the terms of the contract. Where the plans or special provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

#### **2-1.03 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS**

· These General Conditions, the plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

· Plans shall govern over these General Conditions; the special provisions shall govern over both these General Conditions and the plans.

· Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these General Conditions, the special provisions, or the plans, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these General Conditions, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

· In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings and general notes shall prevail over drawings.

#### **2-1.04 SHOP DRAWINGS, DESCRIPTIVE DATA, SAMPLES, AND ALTERNATIVES**

· It shall be the Contractor's responsibility to submit, so as to cause no delay in the work, all shop drawings, descriptive data, samples for the various trades as required by the special provisions, and offers of alternatives, if any. The submittals shall be checked and coordinated by the Contractor with the work of other trades involved before they are submitted to the Engineer for examination.

· Submittals shall be delivered to the locations indicated in the special provisions.

· Work requiring the submittal of shop drawings, descriptive data or samples shall not begin prior to approval of that submittal by the Engineer. Fifteen working days shall be allowed for approval or return for correction of each submittal or resubmittal. Approval of submittals shall not operate to waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the approval of that submittal. Should the Engineer fail to complete his review within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, and no additional compensation will be allowed for the delay.

· Submittals shall be made by a letter of transmittal which shall contain a list of all matter submitted and identification of all variations from the plans and special provisions contained in the submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and contract number, with ample cross references to the contract documents, to facilitate identification of items and their location in the work. Additional specific requirements shall be as follows:

##### **Shop Drawings**

· The Contractor shall submit at least 5 copies of all shop drawings required by the special provisions. Two copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop drawings include any drawing which requires execution by a draftsman as distinguished from printed matter. The size of shop drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size.

**Descriptive Data**

· The Contractor shall submit 5 copies of each set of manufacturer's brochures or other data required by the special provisions. The State will examine the submittals and return 2 copies either approved for use or returned for correction and resubmittal.

**Samples**

· The Contractor shall submit samples of articles, materials or equipment as required by the special provisions. The work shall be in conformance with the approved samples. Samples shall be removed from State property when directed or may be incorporated in the work if approved by the Engineer. Samples not removed by the Contractor will become the property of the State or, at the State's option, will be removed or disposed of by the State at the Contractor's expense.

**Alternatives**

· For convenience in designation on the plans or in the special provisions, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name". An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

- 1 The Contractor shall submit his proposal for an alternative in writing. The request shall be made in ample time to permit approval without delaying the work, but need not be made in less than 35 days after award of the contract.
- 2 No proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Engineer. The Contractor shall satisfy the Engineer as to the comparative quality, suitability, or performance of the offered materials, articles, or equipment. In the event that the Engineer rejects the use of the alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

· Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for the successful completion of the work, nor shall it relieve the Contractor from responsibility for errors in the submittals. A failure by the Contractor to identify in the letter of transmittal, material deviations from the plans or specifications shall void the submittal and any action taken thereon by the Engineer. When specifically requested by the Engineer, the Contractor shall resubmit the shop drawings, descriptive data and samples as may be required.

· If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the contract plans and special provisions, the changes shall not be made without the approval of the Engineer and shall be made without additional cost to the State.

**2-1.045 DIFFERING SITE CONDITIONS**

· During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

· Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

· No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

· No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

· Any contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 3-1.01, "Changes," of these General Conditions, except as otherwise provided.

**2-1.05 PRESERVATION AND CLEANING**

· The Contractor shall clean up the work at frequent intervals and at other times when directed by the Engineer. While finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the work, the Contractor shall remove from the premises the Contractor's construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for final inspection.

### **2-1.06 LIMITATIONS ON WORK SITE AND PREMISES**

· The Contractor shall limit the Contractor's construction operations to the work site unless otherwise shown on the plans or specified. The Contractor shall perform no operations of any nature over or on the premises except those operations as are authorized by the plans or special provisions, or as authorized by the Engineer.

### **2-1.07 SUPERINTENDENCE**

· The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

· When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

· The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

· Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

· Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

### **2-1.08 CHARACTER OF WORKMEN**

· If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

### **2-1.09 INSPECTION**

· The Contractor shall at all times permit the Engineer and the Engineer's authorized agents to inspect the work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for inspection by the Engineer to all parts of the work, and to the shops where the work is in preparation. Work shall not be covered up until authorized by the Engineer and the Contractor shall be solely responsible for notifying the Engineer where and when the work is in readiness for inspection and testing. Should any work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

· Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give notice to the Engineer of the Contractor's intention 48 hours prior to performing that work, or a longer period as may be specified so that the Engineer may make necessary arrangements.

### **2-1.10 REMOVAL OF REJECTED AND UNAUTHORIZED WORK**

· All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Engineer and no compensation will be allowed to the Contractor for the removal, replacement, or remedial work.

· Any work done beyond the lines shown on the plans or established by the Engineer, or any work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

· Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 2-1.10, the Department may cause rejected or unauthorized work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

### **2-1.11 COST REDUCTION INCENTIVE**

· The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, special provisions or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

· Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

· Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.

3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for as a change in the work as provided in Section 3, "Changes in the Work," of these General Conditions.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract work affected by the proposed changes, including any quantity variation attributable thereto.

· The provisions of this Section 2-1.11 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design will not be considered as an acceptable cost reduction proposal; and the Department will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or special provisions, under consideration by the Department for the project, at the time the proposal is submitted or if the proposal is based upon or similar to standard special provisions adopted by the Department after the advertisement for the contract, the Engineer will not accept the proposal, and the Department reserves the right to make the changes without compensation to the Contractor under the provisions of this section.

· The Contractor shall continue to perform the work in conformance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

· The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the schedules of values if, in the judgment of the Engineer, the schedule does not represent a fair measure of the value of work to be performed or to be deleted.

· The Department reserves the right where it deems action is appropriate, to require the Contractor to share in the Department's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any moneys due or that may become due to the Contractor under the contract.

· If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Section 2-1.11. The change order shall incorporate the changes in the plans and special provisions which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the Department's approval thereof is based if the approval of the Department is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the Department's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

· Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

· The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.

· The Department expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Department when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 2-1.11 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Department. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

· This Section 2-1.11 shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

## **SECTION 3**

### **CHANGES IN THE WORK**

#### **3-1.01 CHANGES**

- The Department reserves the right to order changes in the contract at any time prior to the acceptance of the work by the Director, and the Contractor shall comply with the ordered changes. Changes or deviations from the contract shall not be made without authority in writing from the Engineer, and changes to the work without the Engineer's written approval will be considered unauthorized work and will not be paid for.
- On the basis set forth in this Section 3, the contract lump sum price will be adjusted for any ordered change which results in a change in the cost of the work.
- When ordered by the Engineer, the Contractor shall halt work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Engineer of the reasons for that change; however, work in the area affected shall not be discontinued unless ordered by the Engineer.
- For any approved change in the work, the Contractor shall be entitled to an adjustment in time equal to the number of working days which completion of the entire work is delayed due to the changed work, and the State will be entitled to an adjustment in time equal to the number of working days which completion of the entire work is advanced due to the changed work. For ordinary changes, the Contractor's cost estimate for the changed work shall state the amount of extra time, if any, that the Contractor considers should be allowed for making the requested change. Failure to request additional time when submitting the estimate, or failure to submit the estimate, shall constitute a waiver of the right to later claim any adjustment in time based upon changed work. For ordinary changes which decrease the amount of work and for indeterminate type changes, an adjustment in time commensurate with the changed work will be determined by the Engineer. Disagreement as to time adjustments shall not affect contract price adjustments, nor shall it be cause for not proceeding with the changed work when ordered by the Engineer. The Contractor shall have the right, however, to further pursue a time adjustment in the event agreement is not reached.

#### **3-1.01A Ordinary Changes**

- The Engineer will notify the Contractor in writing of any proposed changes and describe the intended change. Within 15 days after receipt of a written request, the Contractor shall submit his proposed price to be added or deducted from the contract price due to the change. The Contractor's proposed price to be added to or deducted from the contract price shall be supported by detailed estimates of cost prepared by the Contractor. The Contractor shall also provide information to support any request for an adjustment in contract time which is directly attributable to the changed work. The Contractor shall, upon request by the Engineer, permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change.
- If agreement is reached on the adjustment in compensation as provided in Section 3-1.01C, "Agreed Cost for Changes," of these General Conditions, the Contractor shall proceed with the work at the agreed price.
- If the Contractor and the Engineer fail to agree as to the adjustment in compensation for the performance of the changed work, the Contractor, upon written order from the Engineer, shall proceed immediately with the changed work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.
- If the Contractor fails to submit his cost estimate within the specified 15 day period, the specified period may be extended in writing by the Engineer. If the Engineer does not so extend the specified period, or if the Contractor fails to submit his cost estimate within the extended time period, the Contractor shall commence the work immediately upon receipt of written order from the Engineer and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

#### **3-1.01B Indeterminate Type Changes**

- Changes in the work of a kind where the cost of the work cannot be determined until completed, may be authorized by the Engineer in writing. The written order shall state that it is issued pursuant to this Section 3-1.01B. Upon receipt of a written order from the Engineer, the Contractor shall proceed with the ordered work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

#### **3-1.01C Agreed Cost For Changes**

- If the Engineer and the Contractor agree as to the adjustment in compensation for the performance of changed work on the basis of the Contractor's proposed cost estimate of the work, the contract lump sum price will be adjusted accordingly. The adjustment in compensation shall be agreed to in writing and executed by both parties.

#### **3-1.01D Failure To Agree To The Cost Of Changes**

- When a proposed change order decreases the cost of the work and the Engineer and the Contractor fail to agree upon the decreased cost thereof, the Engineer's estimated decrease in cost will be deducted from the contract price. The Contractor will be allowed 15 days after receipt of a contract change order approved by the Engineer, in which to file a written protest

setting forth in what respects the Contractor differs from the Engineer's estimate of decreased cost, otherwise the decision of the Engineer to deduct the Engineer's estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

- In the event the Engineer and the Contractor fail to agree on the cost of a change order which increases the cost of the work, the Engineer will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's work, the Contractor shall review the Engineer's daily job record comparing with the Contractor's own records, and after agreement is reached, the daily job record shall be signed by both the Engineer and the Contractor and shall become the basis for payment for the changed work. Upon completion of the work under the change order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Engineer and the Contractor to be in addition to the requirements of the contract, together with allowable markups.

- When there is a failure to agree as to cost, no payment for the changed work will be made to the Contractor until all work called for in the change order has been completed, except that progress payments may be made on those portions of the changed work which the Contractor and the Engineer agree as to cost.

### **3-1.01E Allowable Costs For Changes**

- The only costs which will be allowed because of changed work and the manner in which these costs shall be computed are set forth in Sections 3-1.01E(1) through 3-1.01E(5) of these General Conditions. Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

#### **3-1.01E(1) Labor**

- The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the work is performed, nor will the use of a labor classification which would increase the cost be permitted unless the Contractor establishes to the complete satisfaction of the Engineer the necessity for payment at a higher rate.

#### **3-1.01E(2) Materials**

- The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed work. The cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the State. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for the materials. If, in the opinion of the Engineer, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to the Engineer from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to furnish the materials required by the change order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

#### **3-1.01E(3) Equipment**

- The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Engineer in the performance of the changed work. No payment will be made for time while equipment is inoperative due to breakdowns or on days when no work is performed. In addition, the rental time shall include the time required to move the equipment to the work from the nearest available source of the required equipment, and to return it to the source. If the equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed work during the time between move in and move out. Individual pieces of equipment having a replacement value of \$500 or less shall be considered to be tools or small equipment, and no payment will be made therefor. For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

#### **3-1.01E(4) Markups**

- When a change order increases the cost of the work, the Contractor may add the following maximum markups to the actual costs of labor, materials, or equipment rental:

- 33 percent for labor;
- 15 percent for materials; and
- 15 percent for equipment rental.



- The above markups include full compensation for bonds, profit and overhead.
- When a change order decreases the cost of the work, the reduction in cost shall include a 5 percent markup on the estimated cost for furnishing the labor, materials and equipment which would have been used on the work had the change order not been issued.
- When a change order involves both added work and deleted work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of 33 percent shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of 15 percent shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of 5 percent shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

- When added or deleted work is performed by an authorized subcontractor, approved in conformance with the provisions in Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, an additional 5 percent will be added to the total cost of the work including all markups specified in this Section 3-1.01E(4). The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.

### **3-1.01E(5) General Limitation**

- In no event shall any actual cost for added work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Engineer that the Contractor investigated all possible means of obtaining the added work at prevailing market values and that the excess cost could not be avoided by the Contractor. The Engineer will determine the necessity for incurring the costs enumerated above, and as to whether they are directly required for the performance of the changed work. Lump sum quotations may be accepted at the option of the Engineer. When a change order deletes work from the contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the work were opened.

- When work under this Section 3 is performed by forces other than the Contractor's organization, no additional payment will be made by the State by reason of the performance of the work by a subcontractor or other forces, except as provided elsewhere in this Section 3.

## SECTION 4

### CONTROL OF MATERIALS

#### 4-1.01 MATERIALS

- The Contractor shall furnish all materials required to complete the work, except materials that are designated in the special provisions to be furnished by the State and materials furnished by the State in conformance with Section 3, "Changes in the Work," of these General Conditions.
- Unless otherwise specified in the special provisions, materials furnished by the Contractor for incorporation into the work shall be new. When the quality or kind of materials, articles, or equipment is not specifically indicated, then the quality or kind thereof shall be similar to those which are indicated.
- Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.
- All materials which do not conform to the requirements of the plans and special provisions, as determined by the Engineer, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under these provisions, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.
- Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.
- Unless otherwise designated in the special provisions, materials furnished by the State will be delivered to the job site. Materials furnished by the State that are designated in the special provisions as available at locations other than the job site shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved.
- The Contractor will be held responsible for all materials furnished to him, and he shall pay all demurrage and storage charges. State-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing State-furnished material and those costs may be deducted from any moneys due or to become due the Contractor.

#### 4-1.02 PRODUCT AND REFERENCE STANDARDS

- When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the contract documents, those designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the work is dated.
- When standards or test designations are referred to in the contract documents by specific date of issue, they shall be considered a part of the contract. When those references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the work is dated shall be considered as part of the contract.

#### 4-1.03 SAMPLING AND TESTING OF MATERIALS

- Unless otherwise specified, all tests shall be performed in conformance with the methods used by the Department of Transportation and shall be made by the Engineer or his designated representative.
- The Department has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to as California Test. Up to five copies of individual California Tests are available at the Division of New Technology, Materials and Research, located at 5900 Folsom Boulevard, (P.O. Box 19128), Sacramento, CA 95819, and will be furnished to interested persons upon request. If a complete set of California Test Methods is desired, it can be purchased from the Department's Office of Business Management, Materiel Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.
- Whenever a reference is made in the special provisions to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.
- Whenever the special provisions provide an option between 2 or more tests, the Engineer will determine the test method to be used.
- Whenever a specification, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the State's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at his discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in conformance with the referenced specification and furnished by the Contractor at his expense. The number of samples and test specimens shall be entirely at the discretion of the Engineer.

- When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

#### **4-1.035 TESTING BY CONTRACTOR**

- The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure quality control. The test methods used for quality control testing by the Contractor shall be as determined by the Contractor. The results of those quality control tests shall be made available to the Engineer upon request. Contractor performed quality control tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

#### **4-1.04 CERTIFICATES OF COMPLIANCE**

- A Certificate of Compliance shall be furnished prior to the use of any materials for which the special provisions require that a Certificate of Compliance be furnished. In addition, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the special provisions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the work and the lot so certified shall be clearly identified in the certificate.
- Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and special provisions and any material not conforming to those requirements will be subject to rejection whether in place or not.
- The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

## **SECTION 5**

### **LEGAL RELATIONS AND RESPONSIBILITIES**

#### **5-1.01 LAWS TO BE OBSERVED**

· The Contractor shall keep informed of and observe, and comply with and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and rules and regulations made pursuant to the Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the work of the contract. If any conflict arises between provisions of the contract and any laws above referred to, the Contractor shall notify the Engineer at once in writing. The Contractor shall protect and indemnify the State or any of its officers, agents, and servants against any claim or liability arising from or based on the violation of any law, rule, or regulation, whether by the Contractor or the Contractor's agents or employees.

#### **5-1.01A Hours of Labor**

· Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

#### **5-1.01B Labor Nondiscrimination**

· Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

· Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

### **NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### **STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

1. As used in the specifications:

- a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
  - b. "Minority" includes:
    - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
  3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
  4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
  5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
  6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
    - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
    - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
    - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
    - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
  7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the

industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. Reference: Section 12990, Government Code.

#### **5-1.01C Prevailing Wage**

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

· Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

· Pursuant to the provisions of Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. For work situated in District 9, the wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for District 6, located at Fresno. General prevailing wage rates are also available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>.

· The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

· Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

· Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

· The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

#### **5-1.01D Travel And Subsistence Payments**

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

#### **5-1.01E Payroll Records**

· Attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per  
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diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

· The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

· A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

· If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other



retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

- The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

#### **5-1.01F Trench Safety**

- Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- In addition to these provisions detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans for excavations on or affecting railroad property shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

#### **5-1.01G Apprentices**

- Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the prime Contractor.
- It is State policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **5-1.01H Fair Labor Standards Act**

- The attention of bidders is invited to the fact that the State of California, Department of Transportation, has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

#### **5-1.01I Workers' Compensation**

- Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.
- Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of Section 3700 before commencing the performance of the work of this contract."

- This certification is included in the contract, and signature and return of the contract as provided in Section 2-1.04, "Execution of Contract," of the Instructions to Bidders shall constitute signing and filing of the certificate.

#### **5-1.01J Air Pollution Control**

- The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.
- Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the premises.

#### **5-1.01K Use Of Pesticides**

- The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.
- Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.
- Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

#### **5-1.01L Sound Control Requirements**

- The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.
- Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

#### **5-1.01M Environmental Clearances**

- The Department will obtain all environmental clearances and authorizations necessary for the project as set forth in the plans and specifications. The Contractor shall comply with the provisions, including giving notices during construction when required, of these authorizations. In the event the obtaining of these authorizations delays completion of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted and the Contractor shall not be entitled to any additional compensation because of the delays.

#### **5-1.01N Permits And Licenses**

- The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.
- In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

#### **5-1.01O Assignment Of Antitrust Actions**

- The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the

cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

#### **5-1.01P Safety And Health Provisions**

- The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.
- Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.
- All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

#### **5-1.01Q Suits To Recover Penalties And Forfeitures**

- Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.
- Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.
- Submission of a claim under Section 7-1.07, "Final Payment and Claims," of these General Conditions for the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits and these claims will not be considered.

#### **5-1.01R Water Pollution**

- The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.
- Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.
- In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.
- Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.
- If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.
- The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.
- The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.
- The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.
- Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding 70 000 m<sup>2</sup> for each separate location, operation, or spread of equipment before either temporary or permanent erosion control measures are accomplished.

- Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
- Nothing in the terms of the contract nor in the provisions in this Section 5-1.01R shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.
- When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.
- The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.
- The Contractor shall also conform to the following provisions:
  1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
  2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
  3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
  4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
  5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
  6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.
  7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
  8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
  9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.
- Compliance with the requirements of this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

#### **5-1.02 PROTECTION AND USE OF PROPERTY**

- The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the work, or at other times as directed, restore premises and adjacent property to a proper condition.
- The Contractor shall protect adjoining property and nearby buildings, including State buildings, State roads, and public streets or roads, from dust, dirt, debris, or other nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect objects from damage. If any objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract.
- If the Contractor damages any buildings, roads or other property which belong to the State, or any department or agency thereof, then the Engineer, at his option, may retain from the money due under the contract an amount sufficient to insure repair of the damage.

· The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

· The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility of protecting underground improvements or facilities. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities, which may be subject to damage by reason of the Contractor's operations.

### **5-1.03 (BLANK)**

#### **5-1.031 INDEMNIFICATION**

· With the exception that this section shall in no event be construed to require indemnification by the Contractor to a greater extent than permitted by law, the Contractor shall defend, indemnify and save harmless the State, including its officers, directors, agents (excluding agents who are design professionals), and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the Contractor's performance of this contract for:

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, State, Department, or any other contractor and;
- B. Damage to property of anyone including loss of use thereof;

caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

· Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

· The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Department, may be retained by the State until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

· With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the State, its directors, officers, employees, or agents (excluding agents who are design professionals).

#### **5-1.032 INSURANCE**

· Insurance shall conform to the following requirements:

##### **5-1.032A Casualty Insurance**

· The Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to the Department as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by the State. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to the Department through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure.

##### **5-1.032A(1) Workers' Compensation and Employer's Liability Insurance**

· Workers' Compensation insurance shall be provided as specified in Section 7-1.01A(6), "Workers' Compensation." Employer's Liability Insurance shall be provided in amounts not less than:

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- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

· If there is an exposure of injury to the Contractors' employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

#### **5-1.032A(2) Liability Insurance**

· The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment
- (b) products and completed operations
- (c) broad form property damage (including completed operations)
- (d) explosion, collapse and underground hazards
- (e) personal injury
- (f) contractual liability

#### **5-1.032A(3) Liability Limits/Additional Insureds**

· The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

· The State and the Department, including their officers, directors, agents (excluding agents who are design professionals), and State employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for those additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless that condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

· The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the Department or State will be excess only and shall not be called upon to contribute with this insurance. Those additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

#### **5-1.032B Automobile Liability Insurance**

· The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 5-1.032A(3), "Liability Limits/Additional Insureds," shall also apply to automobile liability.

#### **5-1.032C Policy Forms, Endorsements and Certificates**

· The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

· Evidence of insurance in a form acceptable to the Department, including the required "additional insured" endorsements, shall be furnished by the Contractor to the Department at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to the Department. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. The Department may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Standard ISO form CG 0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of the Department. Regardless of the allowance of exclusions or deductions by the Department, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to the Department is consistent with the requirements of this section.

#### **5-1.032D Enforcement**

· The Department may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the Department with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, the Department may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of Department, but any acceptance of insurance certificates by the Department shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the State, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of that coverage, nor shall it preclude the State from taking other actions as is available to it under any other provision of the contract or law. Failure of the Department to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

#### **5-1.032E Self-Insurance**

· Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

#### **5-1.032F Miscellaneous**

· Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these General Conditions, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

#### **5-1.04 OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE**

· The Department reserves the right to occupy all or any part of the project prior to completion of the entire contract, upon written order therefor. In that event, the Contractor will be relieved of responsibility for any injury or damage to that part as results from the Department's occupancy and use by the Department. If the Contractor carries insurance against damage to the premises or against liability to third persons covering the premises so used and occupied by the Department, and if the occupancy results in increased premiums for insurance, the Department will pay to the Contractor the added cost for insurance during the period of occupancy.

· This occupancy does not constitute acceptance by the Director either of the complete work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the entire contract by the Director or during the full guarantee period after project acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

#### **5-1.05 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

· Except as otherwise provided herein, the Contractor shall have the charge and care of the work and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the work until the acceptance of the contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work and shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the work caused by the following:

- (1) An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of that event has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- (2) Occupancy and use by the Department or the public prior to the completion of the entire project.
- (3) Acts of the Federal Government or the public enemy.

#### **5-1.06 RESPONSIBILITY FOR UTILITIES**

The Contractor shall be responsible for the cost for any and all work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including without limitation thereon, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that the utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of any cables, or the ducts enclosing cables, the Contractor shall observe any special precautions required and the cost of these special precautions. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the work the Contractor encounters utility installations which are not shown or indicated on the plans or in the special provisions, or which are found in a location substantially different from that shown, and the utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Engineer in writing. Where necessary for the work of the contract, the Engineer shall issue a written order to the Contractor to make adjustment, rearrangement, repair, removal, alteration, or special handling of the utility, including repair of utility if damaged. The Contractor shall perform the work described in the written order, and compensation therefor will be made in conformance with the provisions in Section 3, "Changes in the Work," of these General Conditions, relating to changes in the work. Except for the items of cost specified in Section 3, "Changes in the Work," of these General Conditions, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him due to the presence of these utilities. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the Engineer, then the Contractor shall be liable for any or all damage to these utilities or other work of the contract which arises from the Contractor's operations subsequent to discovery thereof, and the Contractor shall repair and make good any damage at the Contractor's expense.

#### **5-1.07 PROPERTY RIGHTS IN MATERIALS**

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the State and unused. These material shall become the property of the State of California upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the State and unused, as provided in Section 7-1.05, "Partial Payment," of these General Conditions.

#### **5-1.08 LEGAL ACTIONS AGAINST THE DEPARTMENT**

If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted, and the Contractor shall not be entitled to any additional compensation because of the suspension.

#### **5-1.09 NO PERSONAL LIABILITY**

Neither the Director, the Engineer, nor any other officer or authorized employee of the Department of Transportation shall be personally responsible for any liability arising under the contract.

#### **5-1.10 PATENTS**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State of California, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

#### **5-1.11 PAYMENT OF TAXES**

The contract price paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.



#### **5-1.12 COOPERATION**

· Should construction be under way by State forces or other forces or by other contractors within or adjacent to the limits of the work or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay, interference or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

## SECTION 6

### PROSECUTION AND PROGRESS

#### 6-1.01 SUBLETTING AND SUBCONTRACTING

- The Contractor shall be responsible for all work performed under the contract. All persons engaged in the work will be considered as employees of the Contractor. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the Engineer, the Contractor shall remove that subcontractor immediately upon written request of the Engineer, and the subcontractor shall not again be employed on the work. Although the sections of the contract may be arranged according to various trades, or general grouping of the work, the Contractor is not obligated to sublet the work in the same manner. The State will not arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the work.
- Subcontracts shall include provisions that the contract between the State and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the State concerning the project is filed.
- Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on the Contractor's bid proposal without the written approval of the Engineer. Substitutions must be in conformance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Section 4100 of the Public Contract Code. Violations of this Act by the Contractor may subject him to penalties which may include cancellation of contract, assessment of 10 percent of the subcontractor's bid, and disciplinary action by the Contractors' State License Board.

#### 6-1.02 ASSIGNMENT

- The performance of the contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the contract nor will the Director consent to any assignment of a part of the work under the contract.
- The Contractor may assign moneys due or to become due the Contractor under the contract and the assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the work in the event that the Contractor should be in default therein.

#### 6-1.03 BEGINNING OF WORK

- The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department, and shall diligently prosecute the same to completion within the time limit provided in the special provisions.
- The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Office of the District Director of Transportation in the district in which the work is situated and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.
- Should the Contractor begin work in advance of receiving notice that the contract has been approved as above provided, any work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the contract is approved.
- The delivery to the State for execution and approval of the contract properly executed on behalf of the Contractor and surety and the minimum 72 hours advance written notice as required above shall constitute the Contractor's authority to enter upon the site of the work and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the contract, as above provided, and subject also to the following:
  - (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these General Conditions and the special provisions.
  - (2) In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer.
  - (3) All work done according to the contract prior to its approval, will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

- (4) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the date on which the contract was approved by the Attorney General or the attorney appointed and authorized to represent the Department, except to the extent the delay, hindrance or interference would have been compensable hereunder had work been commenced on the date of the approval and the progress thereof been the same as that actually made.

#### **6-1.04 PROGRESS SCHEDULE**

- The Contractor shall submit to the Engineer a practicable progress schedule within 15 days of approval of the contract, and within 7 days of the Engineer's written request at any other time.
- The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period.
- The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work, and the contemplated dates for completing those salient features.
- The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.
- Subsequent to the time that submittal of a progress schedule is required in conformance with these General Conditions, no progress payment will be made for any work until a satisfactory schedule has been submitted to the Engineer.

#### **6-1.05 SCHEDULE OF VALUES**

- The Contractor shall submit to the Engineer a schedule of values for each lump sum item. The sum of the items listed in the schedule of values shall equal the contract lump sum prices. Overhead and profit shall not be listed as separate items. The schedule of values shall be approved by the Engineer before any partial payment estimate is prepared.

#### **6-1.06 TEMPORARY SUSPENSION OF WORK**

- The Engineer shall have the authority to suspend the work wholly or in part, for any time period as the Engineer deems necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for any time period as the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract.
- The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.
- If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 6-1.07, "Time of Completion," of these General Conditions. If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.
- If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 6-1.07, "Time of Completion," of these General Conditions.
- In the event of a suspension of work under any of the conditions set forth in this Section 6-1.06, the suspension of work shall not relieve the Contractor of the Contractor's legal responsibilities as set forth in these General Conditions.
- The Contractor shall have no claim for damage or compensation for any delay, interference or hindrance resulting from an ordered temporary suspension of the work.
- In addition to the requirements specified above, the following shall apply:

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time or additional compensation and contract time is due as a result of the suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for the adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of the suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, the Contractor's suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit)

and modify the contract in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

#### **6-1.07 TIME OF COMPLETION**

· The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the special provisions.

· A working day is defined as any day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

· Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

· The current controlling operation or operations is to be construed to include any feature of the work which, if delayed, will delay the time of completion of the contract.

· Determination that a day is a nonworking day by reason of inclement weather or conditions resulting immediately therefrom shall be made and agreed upon during that day by conference between the Engineer and the Contractor. In the event of failure to agree, the Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section 6-1.06, "Temporary Suspension of Work," of these General Conditions.

#### **6-1.08 LIQUIDATED DAMAGES**

· It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in the special provisions, damage will be sustained by the State of California, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the State of California, the sum set forth in the special provisions per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

· It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Director shall have the right to increase the number of working days or not, as the Director may deem best to serve the interest of the State, and if the Director decides to increase the number of working days, the Director shall further have the right to charge to the Contractor, the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Director may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final statement shall not be included in the charges.

· The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided, that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of that delay. The

Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

· No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule," of these General Conditions that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles, or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

· If the Contractor is delayed in completion of the work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Engineer or of the Department, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

· Except as provided in Public Contract Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the contract.

· It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section 6-1.08.

## **6-1.09 TERMINATION**

### **6-1.09A Termination Of Contract - "Convenience Of State"**

· The Department reserves the right to terminate the contract at any time if the Director determines that to do so would be in the best interest of the State.

· Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The Engineer will issue the Contractor a written notice signed by the Director, specifying that the contract is to be terminated. Upon receipt of that written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
  - (a) Stop all work under the contract except that specifically directed to be completed prior to acceptance.
  - (b) Perform work the Engineer deems necessary to secure the project for termination.
  - (c) Remove equipment from the site of the work.
  - (d) Take the required action as is necessary to protect materials from damage.
  - (e) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
  - (f) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and any other information as the Engineer may request.
  - (g) Dispose of materials not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the State with good title to all materials purchased by the State hereunder, including materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and with bills of sale or other documents of title for the materials.
  - (h) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
  - (i) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
  - (j) Take other actions as the Engineer may direct.

- (2) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the State for use in the work and unused shall terminate when the Engineer certifies that the materials have been stored in the manner and at the locations the Engineer has directed.

The Contractor's responsibility for damage to materials purchased by the State subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of those materials has been taken by the State.

When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and all other work as may have been ordered to secure the project for termination, the Engineer will recommend that the Director formally accept the contract, and immediately upon and after the acceptance by the Director, the Contractor will not be required to perform any further work thereon and shall be relieved of contractual responsibilities for injury to persons or damage to property which occurs after the formal acceptance of the project by the Director.

- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- (a) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination.  
When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and special provisions and the excessive actual cost shall be disallowed.
- (b) A reasonable allowance for profit on the cost of work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
- (c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Engineer.
- (d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and subcontractors, necessary to determine compensation in conformance with the provisions of this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the contract is to be terminated and for a period of 3 years, and these records shall be retained for that period.

After acceptance of the work by the Director, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in the Engineer's opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

- The provisions of this Section shall be included in all subcontracts.

#### **6-1.09B Termination Of Control - "Default Of Contractor"**

· Failure to supply an adequate working force, or material of proper quality, or failure to comply with Section 10262 of the State Contract Act, or in any other respect to prosecute the work with the diligence and force specified by the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the State. The procedures for termination, completion of the work, and the rights and obligations of the parties are provided for in the State Contract Act (Public Contract Code Sections 10253-10260).

· If the Contractor's control of the work is terminated or the Contractor abandons the work and the contract work is completed in conformance with the provisions in Section 10255 of the State Contract Act, any dispute concerning the amount to be paid by the State to the Contractor or the Contractor's surety or to be paid to the State by the Contractor or the Contractor's surety, under the provisions in Section 10258 of the State Contract Act, shall be subject to arbitration in conformance with the provisions in Section 7-1.10, "Arbitration," of these General Conditions. The surety shall be bound by the arbitration award and is entitled to participate in the arbitration proceedings.

## **SECTION 7**

### **ACCEPTANCE AND PAYMENT**

#### **7-1.01 ACCEPTANCE**

· The contract will be accepted in writing by the Director when the whole shall have been completed in all respects in conformance with the provisions of the contract to the full satisfaction of the Department.

#### **7-1.02 SCOPE OF PAYMENT**

· The Contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

· No compensation will be made in any case for loss of anticipated profits.

#### **7-1.03 NOTICE OF POTENTIAL CLAIM**

· The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 2-1.045, "Differing Site Conditions," or Section 6-1.08, "Liquidated Damages," or Section 5-1.06, "Responsibility for Utilities," of these General Conditions.

· The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

· The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting the notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. The estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of that notice of potential claim.

· It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that those matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that the Contractor shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

· Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, the Contractor's records of the project, as deemed by the Department to be pertinent to the potential claim, shall be made available to the Department for inspection and copying.

#### **7-1.04 STOP NOTICES**

· The State of California, by and through the Department or other appropriate State office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq of the Civil Code.

· Stop notice information may be obtained from the Departmental Disbursing Office at 1801 30th Street, East Building, Sacramento, California.

#### **7-1.05 PARTIAL PAYMENTS**

· The Department, once in each month upon request of the Contractor for partial payments, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished to the time of the estimate, and the value thereof. The acceptable materials shall include materials that are furnished and delivered to the work site and are not incorporated in the work.

- The Department shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and not incorporated in the work as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this Section 7-1.05, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department.
- The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in conformance with the provisions of the contract.
- No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.
- Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

#### **7-1.06 PAYMENT OF WITHHELD FUNDS**

- Attention is directed to Section 7-1.05, "Partial Payments," of these General Conditions and in particular to the retention provisions of Section 7-1.05, of these General Conditions.
- Upon the Contractor's request, pursuant to Public Contract Code Section 10263, the Department will make payment of funds withheld from progress payments to ensure performance of the contract if the Contractor deposits in escrow with the State Treasurer, or with a bank acceptable to the Department, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- Alternatively, upon the Contractor's request, the Department will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Department, pursuant to the terms in Section 10263 of the Public Contract Code.
- Alternatively, and subject to the approval of the Department, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Department under subdivision (c) of Section 10263 of the Public Contract Code, the Department will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.
- Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Department.
- The escrow agreement used pursuant to this Section 7-1.06 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.
- The Contractor shall obtain the written consent of the surety to the agreement.

#### **7-1.07 FINAL PAYMENT AND CLAIMS**

- After acceptance of the work by the Director, the Department will make a final monthly payment pending approval of the final statement. The final monthly payment will be the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts as the Engineer determined to be necessary pending approval of the final statement. The Engineer will promptly submit to the Contractor a final Contract No. «Dist»-«Contract\_No»



statement of the sum due the Contractor under the contract. The statement shall take into account the contract price, as adjusted by any change order; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the contract. The Contractor shall submit written approval of the final statement or submit a written statement of all claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the final statement of the sum due the Contractor. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than the close of business of the next business day. The approval of that statement or the failure to file a claim within the specified 30 day period shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the contract and the payment so made by the State shall thereupon become a complete statement between the State and the Contractor.

· To constitute the filing of a claim, the Contractor shall set forth in writing the basis for the claim and the amount of money for which demand is made and shall submit the same to the Engineer. No demand by the Contractor shall be recognized as a claim by the State unless it is filed in conformance with this paragraph.

· Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of those claims. If additional information or details are required by the Engineer to determine the basis and amount of the claims, the Contractor shall furnish additional information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit the information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

· The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

· Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

\_\_\_\_\_,  
(name)  
\_\_\_\_\_ of  
(title)  
\_\_\_\_\_,  
(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

· Failure to submit the notarized certificate will be sufficient cause for denying the claim.

· Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the State at its discretion.

· Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

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- The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by the District Director will review those claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of those claims.

- Upon final determination of the claims, the Engineer will then make and issue the Engineer's final statement in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final statement shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Section 7-1.08, "Clerical Errors," of these General Conditions.

#### **7-1.08 CLERICAL ERRORS**

- Notwithstanding the provisions in Section 7-1.07, "Final Payment And Claims," of these General Conditions, for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 7-1.07, including the final statement and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the Department agree to pay to the other any sum due under the provisions of this Section 7-1.08, provided, however, if the total sum to be paid is less than \$200, no payment shall be made.

#### **7-1.09 GUARANTEE**

- The Contractor hereby unconditionally guarantees that the mechanical and electrical equipment and related components in the building work will be done in conformance with the requirements of the contract, and further guarantees the same to be and remain free of defects in workmanship and materials for a period of 6 months from the date of acceptance of the contract. The Contractor hereby agrees to repair or replace any and all mechanical and electrical equipment and related components in the building work that may prove to be not in conformance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.

- A portion of the performance bond for the contract in a sum equal to one half the value of the mechanical and electrical equipment and related components in the building work, shall remain in full force and effect during the guarantee period. The value of those mechanical and electrical equipment and related components shall be the value determined in conformance with the requirements specified in Section 6-1.05, "Schedule of Values" of the General Conditions.

- The Contractor further agrees that, within 10 calendar days after being notified in writing by the Department of any mechanical and electrical equipment and related components in the building work not in conformance with the requirements of the contract or any defects in the mechanical and electrical equipment and related components in the building work, he shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and shall complete the work within a reasonable period of time, and, in the event the Contractor fails to comply, he does hereby authorize the Department to proceed to have such work done at the Contractor's expense and he shall honor and pay the cost and charges therefor upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

#### **7-1.10 ARBITRATION**

- Sections 10240-10240.13, inclusive of the Public Contract Code provides for the resolution of contract claims by arbitration.

- Claims (demands for monetary compensation or damages) arising under or related to performance of the contract shall be resolved by arbitration unless the Department and the Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Public Contract Code Sections 10240-10240.13, inclusive, and applicable regulations (see Subchapter 3 [Sections 301-382, inclusive] of Chapter 2 of Title 1 of the California Code of Regulations). The arbitration decision shall be decided under and in conformance with the law of this State, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

- Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of those regulations. A Complaint in Arbitration by the Contractor shall be made not later than 90 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 02-366704**

**DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS**

**0.01 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

The work embraced herein shall conform to the provisions in the Instructions to Bidders and General Conditions for Building Construction of the Department of Transportation, dated January, 2002, a single publication attached hereto and referred to herein as "Instructions to Bidders" and "General Conditions", and the following special provisions.

In case of conflict between the Instructions to Bidders or the General Conditions and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

**0.02 PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 1, "Proposal Requirements and Conditions," of the Instructions to Bidders, and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 1-1.07, "Proposal Guaranty," of the Instructions to Bidders will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

**0.0215 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

#### **0.024 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed. Responsibility means actually performing, managing and supervising that portion of the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
  - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
  - 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
  - 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
  - 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
  - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly

sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### **0.025 DBE GOAL FOR THIS PROJECT**

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 5 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

<p>Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:</p> <p>Triaxial Management Services, Inc. - Oakland</p> <p>1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792</p>	<p>Districts 08, 11 and 12:</p> <p>Triaxial Management Services, Inc. - San Diego</p> <p>2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108</p>
<p>Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:</p> <p>Triaxial Management Services, Inc. - Los Angeles</p> <p>2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128</p>	<p>Districts 01, 02, 03 and 09:</p> <p>Triaxial Management Services, Inc. - Sacramento</p> <p>930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173</p>

#### 0.026 SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a portion of the work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The portions of the work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the portions of the work (including those portions normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

### **0.03 AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract," of the Instructions to Bidders and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

### **0.04 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 6-1.03, "Beginning of Work," Section 6-1.07, "Time of Completion," and Section 6-1.08, "Liquidated Damages," of the General Conditions and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **260 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$700 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

### **0.05 (BLANK)**

### **0.052 DIFFERING SITE CONDITIONS**

Attention is directed to Section 2-1.045, "Differing Site Conditions," of the General Conditions.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 7-1.03, "Notice of Potential Claim," of the General Conditions and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the

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contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

#### **0.053 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final statement, ordered changes in the work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final statements shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid ordered changes in work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed bill for ordered changes in the work. To be properly submitted, the bill must be submitted within 7 days of the performance of the ordered change in the work and in conformance with the provisions in Section 3, "Changes in the Work," and Section 7-1.05, "Partial Payments," of the General Conditions. An undisputed ordered change in the work bill not submitted within 7 days of performance of the ordered change in the work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and ordered change in the work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of that claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### **0.054 FINAL PAYMENT AND CLAIMS**

Attention is directed to Section 7-1.07, "Final Payment and Claims," of the General Conditions.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

#### **0.055 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered



harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If performance of the Contractor's current controlling operation is delayed in the area, and the delay could not be avoided by the judicious handling of forces, equipment, and plant, an extension of time determined in conformance with the provisions in Section 6-1.08, "Liquidated Damages," of the General Conditions will be granted. Compensation for the delay will be made only for the Contractor's actual losses due to idle time of equipment, necessary payments for idle time of workers, and cost of extra moving of equipment, in conformance with the provisions in Section 3-1.01E, "Allowable Costs for Changes," of the General Conditions, except that no markups will be added.

## **0.06 (BLANK)**

### **0.067 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 4-1.04, "Certificates of Compliance," of the General Conditions for all automated devices furnished for the project.

### **0.07 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Division 0.024, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

### **0.072 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

## **0.075 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Division 0.026, "Submission of DBE Information," and Division 0.03, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

## **0.08 SUBCONTRACTING**

Attention is directed to the provisions in Section 6-1.01, "Subletting and Subcontracting," of the General Conditions, Division 0.02, "Proposal Requirements and Conditions," and Division 0.03, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Division 17 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Division 0.026, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Division 0.024, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

## **0.082 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

## **0.083 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.01, "Acceptance," of the General Conditions. This requirement shall not be construed to limit

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or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

#### **0.09 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 4-1.04, "Certificates of Compliance," of the General Conditions, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### **0.11 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 3-1.01E(4), "Markups," of the General Conditions, and paying to the Contractor the sum of that cost, except no markups will be allowed. Itemization of labor, material and equipment rental costs is not required.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

### **DIVISION 1. GENERAL REQUIREMENTS**

#### **1.01 SCOPE**

The building work described herein and as shown on the plans shall conform to the requirements of the General Conditions and these special provisions.

The building work to be done consists, in general, of construction of a new truck inspection facility for the Department of Transportation in Siskiyou County. Work includes construction of a single story steel frame building with offices and scale observation room; ancillary facilities including a communications tower, low pressure gas tank; and utilities hook-ups. and such other items or details, not mentioned above, that are required by the plans, General Conditions, or these special provisions shall be performed, placed, constructed or installed.

The work includes, but is not limited to the following:

Building concrete foundations and concrete slab work, including requisite earthwork.  
Structural steel framing and plywood sheathing.

Simulated stone.  
Standing seam metal roofing and metal siding.  
Doors and windows.  
Interior finishes, including metal framing with gypsum board, porcelain tile, resilient flooring, acoustical ceilings, and paint.  
Plumbing, including fixtures and specialties.  
Heating ventilation and cooling.  
Scale observation equipment and controls.  
Public address system.  
Underground utilities, and requisite earthwork.  
Public traffic control.  
Cap utilities to temporary trailer to be removed by others.

## **1.02 AREAS FOR CONTRACTOR'S USE**

A designated area is available within the contract limits for the exclusive use by the Contractor as indicated on the drawings. The Contractor shall coordinate specific usage of such area with the Engineer.

## **1.03 COOPERATION**

Attention is directed to Sections 5-1.06, "Responsibility for Utilities," and 5-1.12, "Cooperation," of the General Conditions and these special provisions.

Work by State forces will be in progress adjacent to the contract limits during the working period for this contract.

It is anticipated that work by another contractor (Contract No.02-364304) to resurface asphalt concrete in Siskiyou County on Route 5 from KP 4.4 to KP 18.4 may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

Construction area signs for this project which may conflict with the ongoing paving project shall be installed as specified in these special provisions and covered; they shall be uncovered when no longer in conflict, as directed by the Engineer.

The Contractor shall comply with all security policies and normal working hours of the State concerning the Dunsmuir Truck Inspection Facility.

The Contractor shall plan his work to minimize interference with State forces and the public. Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with and for such time periods as directed by the Engineer.

## **1.04 COORDINATION OF WORK**

A. The Contractor shall coordinate the work to allow California Highway Patrol (CHP) truck inspection activities adjacent to the new facility to function during construction.

B. The Contractor shall direct all communication with the CHP only through the Engineer.

C. The existing trailer building adjacent to the new facility will be removed by the State after the new building is occupied. The Contractor shall disconnect and cap the utility connections after the trailer building is no longer occupied.

D. The Contractor shall notify the Engineer a minimum of 16 days before the anticipated start of work which changes the width of the freeway or ramp traveled way or shoulders.

E. The truck lane adjacent to the existing scale will be closed as shown on the plans.

F. The Contractor shall notify the Engineer a minimum of 24 hours prior to any closure of truck ramp lanes to place or remove temporary railing (type K).

## **1.05 MEASUREMENT AND PAYMENT**

The contract lump sum price paid for building work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the building work, complete in place, including controlling public traffic, as shown on the plans, as specified in the General Conditions and these special provisions, and as directed by the Engineer.

Full compensation for any incidental materials and labor, not shown on the plans or specified, which are necessary to complete the building work shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

## **1.06 SUBMITTALS**

Shop drawings, material lists, descriptive data, samples and other submittals specified in these special provisions shall be submitted for approval in accordance with the provisions in Section 2-1.04, "Shop Drawings, Descriptive Data, Samples, and Alternatives," of the General Conditions and these special provisions

Unless otherwise permitted in writing by the Engineer and except submittals for "Alternatives" in conformance with the provisions of said Section 2-1.04 of the General Conditions, all submittals required by these special provisions shall be submitted within 35 days after the contract has been approved.

Attention is directed to the provisions in Section 2-1.01, "Authority of Engineer," of the General Conditions. The Engineer may request submittals for materials or products where submittals have not been specified in these special provisions, or may request that additional information be included in specified submittals, as necessary to determine the quality or acceptability of such materials or products.

Submittals shall be delivered to the locations indicated in these special provisions. If a specific location is not indicated, the submittal shall be delivered to the Division of Structure Design, Documents Unit, Fourth Floor, Mail Station 9-4/4I, 1801 30th Street, Sacramento, California 95816, telephone (916) 227-8252, or the submittals shall be mailed to the Division of Structure Design, Documents Unit, Mail Station 9-4/4I, P. O. Box 942874, Sacramento, California 94274-0001.

## **1.07 SCHEDULE OF VALUES**

The Contractor shall prepare and submit to the Engineer for approval 2 copies of a Schedule of Values within 15 working days of approval of the contract. The Engineer shall be allowed 15 working days for approval or return for correction of each submittal or resubmittal. Should the Engineer fail to complete the review within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted as provided in Section 6-1.08, "Liquidated Damages," of the General Conditions.

The Schedule of Values shall cover each lump sum item for building work and shall be accurately divided into sections representing the cost of each separate building or structure. Any site work that is not part of a separate building or structure shall be included under a specific section as General Work and not included in the building or structure cost. Indirect costs and general condition items are to be listed as a separate line item of work. The sections representing each building or structure must be identified as to the building or structure they represent and be broken down to show the corresponding value of each craft, trade or other significant portion of the work. A sub-total for each section shall be provided.

The Schedule of Values shall be approved by the Engineer before any partial payment estimate is prepared.

The sum of the items listed in the Schedule of Values shall equal the contract lump sum price for building work. Overhead and profit shall not be listed as separate items, but shall be appropriately distributed across all line items of cost.

## **1.08 OBSTRUCTIONS**

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," and 5-1.06, "Responsibility for Utilities," of the General Conditions and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 5 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert  
Northern California (USA)  
Telephone: 1(800)642-2444

Underground Service Alert  
Southern California (USA)  
Telephone: 1(800)422-4133

South Shore Utility  
Coordinating Council (DIGS)  
Telephone: 1(800)541-3447

Western Utilities  
Underground Alert, Inc.  
Telephone: 1(800)424-3447

## **1.09 PRESERVATION OF PROPERTY**

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," 5-1.05, "Contractor's Responsibility for the Work," and 5-1.06, "Responsibility for Utilities," of the General Conditions.

Operations shall be conducted in such a manner that existing facilities, surfacing, installations, and utilities which are to remain in place will not be damaged. Temporary surfacing, facilities, utilities and installations shall also be protected until they are no longer required. The Contractor, at his expense shall furnish and install piling, sheet piling, cribbing, bulkheads, shores, or whatever means may be necessary to adequately support material carrying such facilities, or to support the facilities themselves and shall maintain such support until they are no longer needed.

## **1.10 UTILITY CONNECTION**

The Contractor shall make all arrangements and obtain all permits and licenses required for the extension of and connection to each utility service applicable to this project, shall furnish all labor and materials necessary for such extensions which are not performed or provided by the utility, and shall furnish and install any intermediate equipment required by the serving utilities.

Upon written request by the Contractor, the State will pay all utility permits, licenses, connection charges, and excess length charges directly to the utility. Such request shall be submitted not less than 45 days before service connections are required.

The costs incurred by the Contractor for the extension of utilities beyond the limits shown on the plans, and in furnishing and installing any intermediate equipment required by the serving utilities, will be paid for as an ordered change as provided in Section 3, "Changes in the Work," of the General Conditions.

Full compensation for any costs incurred by the Contractor to obtain the permits and licenses shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

## **1.11 TEMPORARY UTILITIES**

The Contractor may obtain electrical power and water from existing State outlets within the contract limits free of charge for contract operations where such utilities exist, provided that such utility services are in service and are not required by the State for other purposes and subject to the provisions in "Cooperation" of these special provisions.

The Contractor, at his own expense, shall obtain any additional electrical power and water or other utilities required for his operations and shall make and maintain the necessary service connections.

The Contractor shall provide and pay for telephone service he may require. State telephone facilities shall not be used.

The Contractor shall provide adequate temporary lighting to perform the work and allow the Engineer to inspect the project as each portion is completed.

## **1.12 SANITARY FACILITIES**

Separate toilet facilities shall be provided for Contractor personnel. Facilities shall include the periodic flushing, waste removal and cleaning of such facilities. Units shall be maintained in a clean and sanitary condition, including a supply of toilet tissue, toilet seat covers, paper towels and paper cups. Waste material shall be disposed of off site in a lawful manner. Temporary toilet units shall be single occupant units of the chemical, aerated recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

## **1.13 REFERENCES**

Attention is directed to Section 1-1.26, "Abbreviations," of the General Conditions

When reference is made to the Uniform Building Code (UBC) on the plans or in the special provisions, it shall be the 1997 Uniform Building Code as amended by the 1998 Title 24 California Building Standards Code.

## **1.14 PROJECT RECORD DRAWINGS**

The Contractor shall prepare and maintain one set of project record drawings, using an unaltered set of original project plans, to clearly show all as-constructed information for the project. As a minimum, the information to be shown shall include 1) any plan clarifications or change orders, 2) locations of any underground utilities, or 3) the location, size, type, and manufacturer of all major products or components selected by the Contractor for use in the work.

All markings shall be placed on the project record drawings using red ink or red pencil. Original figures shall not be eradicated nor written over and superseded material shall be neatly lined out. Additional drawings shall be submitted if the required information cannot be clearly shown on the original set of project plans. The additional drawings shall be not less than 279 mm x 432 mm in size and shall have the contract number on each sheet. The Contractor shall sign and date each sheet of the project record drawings to verify that all as-constructed information shown on the drawings is correct.

The Contractor shall periodically review the set of project record drawings with the Engineer during the progress of the work to assure that all changes and other required information are being recorded.

Before completion of the work, the Contractor shall request a review of the project record drawings to determine the completeness and adequacy of them. If the project record drawings are unacceptable, the Contractor shall inspect, measure, and survey the project as necessary to record the required additional information.

The set of completed project record drawings shall be delivered to the Engineer prior to acceptance of the contract.

### **1.15 PUBLIC CONVENIENCE**

Public convenience defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to "Public Safety," of these special provisions, for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in "Public Safety" are in addition to these provisions and the Contractor will not be relieved of the responsibilities as set forth in "Public Safety" by reason of conformance with any of these provisions.

Attention is directed to "Construction Area Traffic Control Devices" of these special provisions, for provisions concerning flagging and traffic-handling equipment and devices used in carrying out these provisions and the provisions in "Public Safety" of these special provisions.

In the event of a suspension of the work, attention is directed to Section 6-1.06, "Temporary Suspension of Work," of the General Conditions.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to ongoing operations of the existing scales and truck inspection facility.

Convenient access to driveways and buildings along the line of the work shall be maintained and temporary approaches to crossings shall be provided and kept in good condition. The existing access to ongoing operations shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered. Except as otherwise provided in "Construction Area Signs" of these special provisions, furnishing, installing and removing covers will be paid for as an ordered change in conformance with the provisions in Section 3, "Changes in the Work," of the General Conditions.

In order to expedite the passage of public traffic through or around the work and where shown on the plans or ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades, and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, and furnishing flaggers as directed by the Engineer will be paid for as an ordered change in conformance with the provisions in Section 3, "Changes in the Work," of the General Conditions.

The Contractor will be required to pay the cost of replacing or repairing all facilities installed as an ordered change for the convenience or direction or warning public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

The Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to the Contractor's operations caused by public traffic. The Contractor will not be relieved of any responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.

### **PAYMENT**

Except as provided in these special provisions, full compensation for public convenience shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.16 PUBLIC SAFETY**

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 5-1.03, "Responsibility for Damage," of the General Conditions.

Attention is directed to "Public Convenience," of these special provisions, for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with his operations.

Attention is directed to "Construction Area Traffic Control Devices," of these special provisions, for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions in "Public Convenience" and these provisions.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the State, furnish, erect and maintain such fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices which are specified elsewhere in these special provisions.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Full compensation for flaggers for public safety shall be considered as included in the contract lump sum price paid for building work and no separate payment will be made therefor.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current MANUAL OF TRAFFIC CONTROLS, published by the Department. Signs or other protective devices furnished and erected by the Contractor at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in these special provisions. Signs furnished and erected by the Contractor at the Contractor's expense shall be approved by the Engineer as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks and other mobile equipment which leave a freeway lane or a traffic lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

In addition to any other measures taken by the Contractor pursuant to the provisions of this division, "Public Safety," the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations.--The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 0.3-m deep.
  - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.--Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this Division "Public Safety" and in the Division entitled, "Public Safety," of these special provisions, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum



available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in, "Temporary Railing (Type K)," of these special provisions. Temporary railing (Type K), conforming to the details shown on the Department's 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to the Department's 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this division shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones, traffic plastic drums or delineators are used to delineate a temporary edge of a traffic lane, the line of cones, drums or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for such facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings for such temporary facilities shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California, and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of such temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as specified herein, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

## **TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", and "Temporary Railing" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755
  - 1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070
- B. TraFFix Sand Barrels, manufactured by TraFFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205
  - 1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
  - 2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

## **PAYMENT**

Except as provided in these special provisions, full compensation for public safety shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.17 HIGHWAY CONSTRUCTION EQUIPMENT**

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: the lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures the weight limitations requirements in Division 15. The Department has also determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Section 591 of the Vehicle Code that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

## **1.18 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 4-1.04, "Certificates of Compliance," of the General Conditions for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to these special provisions.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

### **PAVEMENT MARKERS, PERMANENT TYPE**

#### **Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
- C. Stimsonite, Models 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

#### **Retroreflective With Abrasion Resistant Surface (ARS)**

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*

\*For use only in 114 mm wide (older) recessed slots

#### **Non-Reflective For Use With Epoxy Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

#### **Non-Reflective For Use With Bitumen Adhesive, 100 mm Round**

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- I. Road Creations, Model RCB4NR (Acrylic)
- J. Zumar Industries, "Titan TM40A" (ABS)

### **PAVEMENT MARKERS, TEMPORARY TYPE**

#### **Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

**Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Bunzl (formerly Davidson Plastics, Models) T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIAL****Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

**Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)**

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. Trelleborg Industri, R140 Series
- F. 3M, Series 620 and Series A750
- G. 3M, Series A145, Removable Black Line Mask  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- H. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Trelleborg Industri, RB-140  
(Black Tape: for use only on Asphalt Concrete Surfaces)

**Preformed Thermoplastic (Heated in place)**

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Avery Dennison, "Hotape"

**Removable Traffic Paint**

- A. Belpro, Series 250/252 and No. 93 Remover

**Ceramic Surfacing Laminate, 150 mm x 150 mm**

- A. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS****One Piece Driveable Flexible Type, 1700 mm**

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Bunzl (Formerly Davidson Plastics), "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**Special Use Flexible Type, 1700 mm**

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)

- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

#### **Surface Mount Flexible Type, 1200 mm**

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

### **CHANNELIZERS**

#### **Surface Mount Type, 900 mm**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Bunzl (Formerly Davidson Plastics), Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

### **CONICAL DELINEATORS, 1070 mm (For 700 mm Traffic Cones)**

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"

### **OBJECT MARKERS**

#### **Type "K", 450 mm**

- A. Carsonite, Model SMD 615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

#### **Type "K-4" / "Q" Object Markers, 600 mm**

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

### **TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS**

#### **Impactable Type**

- A. ARTUK, "FB"
- B. Bunzl (Formerly Davidson Plastics), Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

#### **Non-Impactable Type**

- A. ARTUK, JD Series

- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

### **THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Bunzl (Formerly Davidson Plastics), "Mini" (75 mm x 254 mm)

### **CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic. When mounted on top of barrier, place top of reflective element at 1200 mm)

- A. Bunzl (Formerly Davidson Plastics), Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

### **CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

- A. Stinson Equipment Company "SaddleMarker"

### **SOUND WALL DELINEATOR**

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Bunzl (Formerly Davidson Plastics), PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

### **GUARD RAILING DELINEATOR**

(Place top of reflective element at 1200 mm above plane of roadway)

#### **Wood Post Type, 686 mm**

- A. Carsonite, Model 427
- B. Bunzl (Formerly Davidson Plastics), FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

#### **Steel Post Type**

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

### **RETROREFLECTIVE SHEETING**

#### **Channelizers, Barrier Markers, and Delineators**

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- F. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- G. Nippon Carbide, Flexible Ultralite Grade (ULG) II

#### **Traffic Cones, 330 mm Sleeves**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

#### **Traffic Cones, 100 mm and 150 mm Sleeves**

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. Nippon Carbide, Flexible Ultralite Grade (ULG) II

**Barrels and Drums**

- A. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810
- C. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- D. Avery Dennison W-6100

**Barricades: Type I, Engineer Grade**

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M, Engineer Grade, Series 3170

**Barricades: Type II, Super Engineer Grade**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

**Signs: Type II, Super Engineer Grade**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

**Signs: Type III, High-Intensity Grade**

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

**Signs: Type IV, High-Intensity Prismatic Grade**

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

**Signs: Type VII, High-Intensity Prismatic Grade**

- A. 3M Series 3900

**Signs: Type VI, Roll-Up Signs**

- A. Reflexite, Vinyl (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

**SPECIALTY SIGN (All Plastic)**

- A. All Sign Products, STOP Sign, 750 mm

**SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS****Aluminum****Fiberglass Reinforced Plastic (FRP)**

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

**1.19 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the

Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of the General Conditions.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.02, "Protection and Use of Property," and Section 5-1.03, "Responsibility for Damage," of the General Conditions.

#### **WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, the requirements in the Manuals, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 35 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization;
- B. Sediment control;
- C. Tracking control;
- D. Wind erosion control;
- E. Non-storm water control; and
- F. Waste management and material pollution control.



Specific objectives and minimum requirements for each category of control measures are contained in the Manuals.

The Contractor shall consider the objectives and minimum requirements presented in the Manuals for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Manuals and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Manuals.

The WPCP shall include, but not be limited to, the following items as described in the Preparation Manual:

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

## **WPCP IMPLEMENTATION**

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 6-1.06, "Temporary Suspension of Work," of the General Conditions. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Manual and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15 and May 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the rainy season, the active, soil-disturbed area of the project site shall be not more than 0.2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the rainy season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the rainy season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the rainy season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for tracking control, wind erosion control, non-storm water control, and waste management and material pollution control.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Preparation Manual shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the rainy season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

## **PAYMENT**

Full compensation for conforming to the provisions in this section shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

## **1.20 CONSTRUCTION PROJECT INFORMATION SIGN**

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect one Type 2 Construction Project Information sign at the location designated by the Engineer.

The sign and overlay shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

### **FEDERAL HIGHWAY TRUST FUNDS STATE HIGHWAY FUNDS**

The sign message to be used for type of work shall consist of the following:

### **HIGHWAY CONSTRUCTION FOR BUILDING WORK**

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

Contract No. «Dist»-«Contract\_No»

The letter sizes to be used shall be as shown on the plans. The information shown on the sign shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the sign shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

## **PAYMENT**

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information sign shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.21 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

The provisions in "Public Convenience" and "Public Safety" of these special provisions set forth the Contractor's responsibilities for public convenience and public safety. This division sets forth requirements concerning traffic handling equipment and devices needed to carry out the provisions in "Public Convenience" and "Public Safety" of these special provisions.

Attention is directed to the provisions in the MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones, published by the Department, hereinafter referred to as MANUAL OF TRAFFIC CONTROLS. Nothing in these special provisions shall be construed as to reduce the minimum standards in the manual.

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions of these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdffiles.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

## **FLAGGERS**

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with the current "Instructions to Flaggers" of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in "Public Convenience," and "Public Safety," of these special provisions, will be borne entirely by the Contractor. The cost of providing stands or towers for use of flaggers shall be considered as part of the cost of furnishing flaggers.

The provisions in these special provisions shall in nowise relieve the Contractor from the responsibility of providing for the safety of the public as provided in "Public Safety" of these special provisions, nor relieve the Contractor from the responsibility for damage as provided in Section 5, "Legal Relations and Responsibility," of the General Conditions.

## **TRAFFIC-HANDLING EQUIPMENT AND DEVICES**

### **GENERAL**

In addition to the provisions in the MANUAL OF TRAFFIC CONTROLS, all devices used by the Contractor in the performance of the work shall conform to the provisions in this division, "Construction Area Traffic Control Devices," and these special provisions.

All warning, regulatory, and guide signs required for the direction of public traffic through or around the work shall be furnished by the Contractor.

Traffic-handling equipment and devices damaged from any cause during the progress of the work shall be repaired, including painting if required, or shall be replaced by the Contractor at the Contractor's expense.

When traffic control devices furnished by the Contractor are no longer needed for controlling traffic, they shall become the property of the Contractor and shall be removed from the site of the work.

### **BARRICADES**

Barricades shall be furnished, placed and maintained at the locations shown on the plans, specified in these special provisions or where designated by the Engineer. Barricades shall conform to the provisions of these special provisions.

Barricades shall be constructed of lightweight commercial quality materials, as approved by the Engineer. Stay bracing for "A"-frame designs shall not be rigid.

Markings for barricade rails shall be alternate orange and white stripes, each 150 mm wide, and at 45 degree diagonals. The entire area of orange and white stripes shall be Type-I, engineering grade, or Type-II, super engineering grade, retroreflective sheeting. The color of the orange retroreflective sheeting shall conform to PR No. 6, Highway Orange, of the Federal Highway Administration's Color Tolerance Chart. Retroreflective sheeting shall be placed on rail surfaces in such a manner that no air bubbles or voids are present between the rail surface and retroreflective sheeting. The predominate color for barricade components other than rails shall be white, except that unpainted galvanized metal or aluminum may be used.

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these special provisions regarding retroreflective sheeting for barricades.

Owner identification shall not be imprinted on the reflectorized face of any rail, but may be imprinted elsewhere.

Ballasting shall be by means of sand filled bags placed on the lower parts of the frame or stays, but shall not be placed on top of the barricade nor over any reflectorized barricade rail face facing traffic.

If the barricades are displaced or are not in an upright position, from any cause, the barricades shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

### **FLASHING ARROW SIGNS**

Flashing arrow signs shall be finished with commercial quality flat black enamel and shall be equipped with yellow or amber lamps that form arrows or arrowheads as required. Each lamp shall be provided with a visor and the lamps shall be controlled by an electronic circuit that will provide between 30 and 45 complete operating cycles per minute in each of the displays and modes specified. The control shall include provisions for dimming the lamps by reducing the voltage to 50 percent,  $\pm 5$  percent, for nighttime use. Type I signs shall have both manual and automatic photoelectric dimming controls. Dimming in both modes shall be continuously variable over the entire dimming range.

Flashing arrow signs shall conform to the following legibility requirements. The minimum legibility distance is the distance at which flashing arrow signs shall be legible at noon on a cloudless day and at night by persons with vision of or corrected to 20/20.

Type	Min. Size	Min. Number of Panel Lights	Min. Legibility Distance
I	1200 mm x 2400 mm	15	1.6 km
II	900 mm x 1800 mm	13	1.2 km

Flashing arrow signs shall be capable of being operated in 4 different display modes as follows. The display to be used shall be as directed by the Engineer:

1. Pass Left Display
2. Pass Right Display

3. Simultaneous Display
4. Caution Display

Flashing arrow signs shall also be capable of operating in one or both of the following modes, at the option of the Contractor:

1. Flashing Arrow Mode
2. Sequential Mode

In the flashing arrow mode, all lamps forming the arrowhead and shaft shall flash on and off simultaneously.

In the sequential mode, either arrowheads or arrows shall flash sequentially in the direction indicated.

In the simultaneous display mode, the lamps forming both right and left arrowheads and the lamps of the arrowshaft (center 3 on Type I signs) shall flash simultaneously. On Type II signs, the lamps forming the right and left arrowhead, except the center lamp, may be continuously illuminated while the lamps forming the shaft and the center lamp of the arrowheads flash on and off simultaneously.

In the caution display mode, a combination of lamps not resembling any other display or mode shall flash.

Each flashing arrow sign shall be mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving and shall be capable of being placed and maintained in operation at locations as shown on the plans, as specified in these special provisions or as directed by the Engineer.

Flashing arrow signs shall be mounted to provide a minimum of 2.1 m between the bottom of the sign and the roadway.

Trailers on which flashing arrow signs are mounted shall be equipped so that they can be leveled and plumbed.

Electrical energy to operate the sign shall be obtained from the vehicle on which the sign is mounted or from a generating plant mounted on the vehicle. Regardless of the source, the supply of electrical energy shall be capable of operating the sign in the manner specified.

### **CONSTRUCTION AREA SIGNS**

The term "construction area signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. These signs are shown in or referred to in the current MANUAL OF TRAFFIC CONTROLS.

Construction area signs shall not be used until they are needed and when no longer needed they shall become the property of the Contractor and shall be removed from the site of the work.

Construction area signs shall be installed at the locations shown on the plans as directed by the Engineer.

Construction area signs designated as stationary mounted signs on the plans shall conform to the provisions in "Stationary Mounted Signs" of these special provisions and construction area signs designated as portable signs shall conform to the provisions in "Portable Signs" of these special provisions. Construction area signs not designated as stationary mounted signs nor as portable signs on the plans shall be, at the option of the Contractor, either stationary mounted signs or portable signs conforming to the provisions of these special provisions for the types of signs involved.

The Contractor shall furnish all sign panels, posts and hardware, and shall erect, maintain and remove all construction area signs shown on the plans in conformance with the provisions of these special provisions.

All construction area signs shall conform to the dimensions, color and legend requirements of the plans, the current MANUAL OF TRAFFIC CONTROLS and these special provisions. All sign panels shall be the product of a commercial sign manufacturer, and shall conform to the provisions of these special provisions.

Sign panels for all construction area signs shall be visible at 150 m and legible at 90 m, at noon on a cloudless day and at night under illumination of legal low beam headlights, by persons with vision of or corrected to 20/20, except that the nighttime requirement shall not apply to fabric sign panels for portable signs.

The Contractor may be required to cover certain signs during the progress of the work. Covers for construction area signs shall be of sufficient size and density to completely block out the message so that it is not visible either during the day or at night. Covers shall be fastened securely to prevent movement caused by wind action.

The Contractor shall clean all construction area sign panels at the time of installation and as often thereafter as the Engineer determines to be necessary, but at least once every 4 months.

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements of the current Manual of Traffic Controls. A significant difference between day and nighttime retroreflective color will be grounds for rejecting signs.

Signs damaged by any cause shall be repaired or, if determined by the Engineer to be irreparable, replaced by the Contractor at his expense.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional construction area sign panels, posts and mounting hardware or portable

sign mounts. The Contractor shall maintain an inventory of the commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The term "construction area signs" shall include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction area signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs.

Marker panels for Type P object markers shall conform to the provisions for sign panels for stationary mounted signs.

### **STATIONARY MOUNTED SIGNS**

Stationary signs shall be installed on wood posts in the same manner shown on the plans for roadside signs, except as follows:

1. Back braces and blocks for sign panels will not be required.
2. The height to the bottom of the sign panel above the edge of traveled way shall be at least 2.1 m.
3. Construction area sign posts may be installed on above ground temporary platform sign supports as approved by the Engineer, or the signs may be installed on existing lighting standards or other supports as approved by the Engineer. When construction area signs are installed on existing lighting standards, holes shall not be made in the standards to support the sign.
4. The post embedment shall be 0.8-m if post holes are backfilled around the posts with portland cement concrete produced from commercial quality aggregates and cement with not less than 175 kg of cement per cubic meter.

Post size and number of posts shall be as shown on the plans, except that when stationary mounted signs are installed and the type of sign installation is not shown on the plans, post size and the number of posts will be determined by the Engineer. Posts shall be good sound wood posts, suitable for the purpose intended.

Sign panels for stationary mounted signs shall consist of Type III or Type IV retroreflective sheeting applied to an aluminum substrate conforming to the requirements in the Department's "Specifications for Reflective Sheeting Aluminum Signs." The type of retroreflective sheeting, Type III or Type IV shall be at the Contractor's option and sign substrates fabricated from materials other than aluminum may be used when provided for in these special provisions.

Legend and border may be applied by a screening process or by use of pressure sensitive cut-out sheeting. Size and spacing of letters and symbols shall be as depicted on the sign specification sheets published by the Department.

Rectangular signs over 1375 mm measured along the horizontal axis, and diamond-shaped signs 1500 mm and larger shall be framed unless otherwise specified. Frames shall be constructed in conformance with the requirements in the Department's "Framing Details for Sheet Aluminum Signs," Sheets 1 through 4 and Table 1 on Sheet 5.

Copies of the Department's "Specifications for Reflective Sheeting Aluminum Signs," "Framing Details for Sheet Aluminum Signs," and sign specification sheets may be obtained from the Department's Office of Business Management, Materiel Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.

Sign panel fastening hardware shall be commercial quality.

### **PORTABLE SIGNS**

Each portable sign shall consist of a base, standard or framework and a sign panel. The units shall be capable of being delivered to the site of use and placed in immediate operation.

Sign panels for portable signs shall conform to the provisions for sign panels for "Stationary Mounted Signs" of these special provisions, or shall be Type VI retroreflective sheeting, or shall be cotton drill fabric, flexible industrial nylon fabric or other approved fabric. Fabric signs shall not be used during the hours of darkness. Size, color and legend requirements for portable signs shall conform to the provisions for sign panels for "Stationary Mounted Signs" of these special provisions. The height to the bottom of the sign panel above the edge of traveled way shall be at least 0.3-m.

If portable signs are damaged, displaced or overturned, from any cause, during the progress of the work, the Contractor shall immediately repair and repaint or replace the signs in their original locations.

### **TEMPORARY RAILING (TYPE K)**

Temporary railing (Type K) shall be placed as shown on the plans, in conformance with these special provisions, or where ordered by the Engineer.

Temporary railing (Type K), either existing or new, shall be in place at all times when the lane or lanes are open to public traffic.

Existing temporary railing (Type K) shall be removed, salvaged and transported to the Mount Shasta Maintenance Yard at 1625 Mott Rd., Mt. Shasta, CA as directed by the Engineer. The Contractor shall contact Jim Scott at (530) 235-2839 a minimum of 48 hours prior to transporting temporary railing (Type K) to the maintenance station, and shall place the salvaged temporary railing (Type K) in the location designated by maintenance station personnel.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3 in the project plans.

Temporary railing (Type K) shall consist of interconnected new precast concrete barrier units as shown on the plans. Exposed surfaces of new units shall be freshly coated with a white color paint prior to their first use on the project. This paint shall comply in all respects to Federal Specification TT-P-19 (latest revision), Paint, Acrylic Emulsion, Exterior. Repainting of units, when ordered by the Engineer after the units are in place, will be paid for as an ordered change in conformance with the provisions in Section 3-1.01, "Changes," of the General Conditions.

Surfaces to be painted shall be clean, and all loose, unsound and deleterious materials shall be removed from the surfaces to be painted.

Concrete shall conform to the provisions in "Concrete and Reinforcement" of these special provisions, except the concrete shall contain not less than 325 kg of portland cement per cubic meter. Load tickets will not be required. Air entrainment will be required.

Reinforcing steel shall conform to the provisions in "Concrete and Reinforcement," of these special provisions.

Steel bars to receive bolts at ends of concrete panels shall conform to the requirements in ASTM Designation: A 36/A 36M. The bolts shall conform to the requirements in ASTM Designation: A 307.

A round bar of the same diameter may be substituted for the end-connecting bolt shown on the plans. The bar shall conform to the requirements in ASTM Designation: A 36/A 36M, shall have a minimum length of 660 mm and shall have a 75-mm diameter by 9-mm thick plate welded on the upper end with a 5-mm fillet weld.

The final surface finish of temporary railings (Type K) shall conform the provisions in "Finishing Formed Surfaces" of these special provisions.

Exposed surfaces of concrete elements shall be cured by the water method, the forms-in-place method, or the pigmented curing compound method. The pigmented curing compound shall conform to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene. If other than the pigmented curing compound method is used, exposed surfaces shall be coated with an exterior white, acrylic emulsion paint.

The Contractor shall furnish a Certificate of Compliance to the Engineer in conformance with the provisions in Section 4-1.04, "Certificates of Compliance," of the General Conditions, for all new temporary railing (Type K).

Temporary railing (Type K) may have the Contractor's name or logo on each panel. The name or logo shall not be more than 100 mm in height and shall be located not more than 300 mm above the bottom of the rail panel.

Temporary railing (Type K) shall be set on the existing paved surface, shall be placed to provide a uniform bearing throughout the entire length of the railing, and shall be anchored as shown on the attached standard plans, prior to opening the lane or lanes to public traffic.

Abutting ends of precast concrete units shall be placed and maintained in alignment without substantial offset to each other. The precast concrete units shall be positioned straight on tangent alignment and on a true arc on curved alignment.

Upon completion of construction work, temporary railing (Type K) shall be relocated to the final positions shown on the plans and anchored. Temporary railing (Type K) shall then be patched, if damaged, and painted a final time as specified in this special provision and as directed by the Engineer.

### **TELESCOPING FLAG TREES**

Telescoping flag trees shall be of good commercial quality material, suitable for the purpose intended and shall be capable of maintaining an upright position at all times while in use.

## **TRAFFIC CONES**

Traffic cones shall be fluorescent and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be translucent and be of a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least 700 mm and the bottom inside diameter shall be not less than 265 mm. The base shall be of sufficient mass and size or shall be anchored in a manner that the traffic cone will remain in an upright position.

During the hours of darkness traffic cones shall be affixed with retroreflective cone sleeves. The retroreflective sheeting of sleeves on the traffic cones shall be visible at 300 m at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Retroreflective cone sleeves shall conform to one of the following:

1. Removable flexible retroreflective cone sleeves shall be fabricated from the retroreflective sheeting specified in the special provisions, have a minimum height of 325 mm and shall be placed a maximum of 75 mm from the top of the cone. The sleeves shall not be in place during daylight hours;
2. Permanently affixed semitransparent retroreflective cone sleeves shall be fabricated from the semitransparent retroreflective sheeting specified in the special provisions, have a minimum height of 325 mm, and shall be placed a maximum of 75 mm from the top of the cone. Traffic cones with semitransparent retroreflective cone sleeves may be used during daylight hours; or
3. Permanently affixed double band retroreflective cone sleeves shall have 2 white retroreflective bands. The top band shall be 150 mm in height, placed a maximum of 100 mm from the top of the cone. The lower band shall be 100 mm in height, placed 50 mm below the bottom of the top band. Traffic cones with double band retroreflective cone sleeves may be used during daylight hours.

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these special provisions regarding retroreflective sheeting for cone sleeves.

The type of retroreflective cone sleeve used shall be at the option of the Contractor. Only one type of retroreflective cone sleeve shall be used on the project.

## **TRAFFIC PLASTIC DRUMS**

Traffic plastic drums shall be constructed of low-density polyethylene material and shall be flexible or collapsible upon impact by a vehicle. The traffic plastic drum shall have a weighted base that will separate from the drum. The base shall be of such shape as to preclude rolling upon impact by a vehicle. The base shall be of sufficient weight to maintain the drum in position and upright. The base or external ballast rings shall not exceed 101.6 mm in height, and drum rings shall not exceed 965.2 mm maximum in diameter. The base or external rings placed over and around the drum, resting on the pavement or ground shall contain the ballast for the drums. Ballast for drums shall be sand or water, except sand shall be used in areas susceptible to freezing. The base shall have drain holes to prevent the accumulation of water. Sand bags shall not be used as ballast for drums.

The body of the traffic plastic drum shall be of a fluorescent orange or predominately orange color. Drums shall be a minimum of 914.4 mm in height above the traveled way, and have at least an 457.2 mm minimum width, regardless of orientation.

The markings on drums shall be horizontal, circumferential, alternating orange and white reflective bands 101.6 to 152.4 mm wide. Each drum shall have a minimum of 2 orange and 2 white bands. The top of the uppermost reflective band shall be no lower than 152.4 mm from the top of the drum. Any non-reflective spaces between the bands shall not exceed 50.8 mm in width. The reflective sheeting shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions.

Only one type of traffic plastic drum shall be used on the project. The type of traffic plastic drum proposed for use on the project shall be submitted to the Engineer for approval, prior to placement on the project.

If traffic plastic drums are displaced or are not in an upright position, from any cause, the traffic plastic drums shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

At the option of the Contractor, where portable delineators, cones or Type I or II barricades are specified in the specifications or shown on the plans, traffic plastic drums may be used in place of those portable delineators, cones or Type I or II barricades.

At the completion of the project, traffic plastic drums shall become the property of the Contractor and shall be removed from the site of the work.

## **PORTABLE CHANGEABLE MESSAGE SIGNS**

Each portable changeable message sign unit shall consist of a controller unit, a power supply and a structural support system, all mounted on a trailer. The unit shall be assembled to form a complete self-contained portable changeable message



sign which can be delivered to the site of the work and placed in immediate operation. The complete message sign unit shall be capable of operating in an ambient air temperature range of -20°C to +70°C and shall not be affected by unauthorized mobile radio transmissions. The trailer shall be equipped so that it can be leveled and plumbed.

The message displayed on the sign shall be visible from a distance of 460 m and shall be legible from a distance of 230 m, at noon on a cloudless day, by persons with vision of or corrected to 20/20. The sign panel shall be 3-line matrix and shall display not less than 7 characters per line. Sign messages to be displayed shall be as approved by the Engineer.

The sign face shall be flat black and shall be protected from glare of the sun by a method which does not interfere with the clarity of the sign message. The sign shall be raised and lowered by means of a power driven lifting mechanism.

The matrix sign shall be capable of complete alphanumeric selection.

Lamp matrix type signs shall be equipped with an automatic dimming operational mode that automatically compensates for the influence of a temporary light source or other abnormal lighting conditions. The sign shall have manual dimming operation modes of 3 or more different lamp intensities.

Matrix signs not utilizing lamps shall be either internally or externally illuminated at night.

The controller shall be an all solid-state unit containing all the necessary circuitry for the storage of at least 5 preprogrammed messages. The controller shall be installed in a location allowing the operator to perform all functions from one position. A keyboard entry system shall be provided to allow an operator to generate an infinite number of additional messages over the preprogrammed stored messages. The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

The controller shall contain a nonvolatile memory to hold the keyboard created messages in memory during periods when the power is not activated. The controller shall provide for a variable message display rate which allows the operator to match the information display to the speed of the approaching traffic. The flashing off time shall be operator adjustable within the control cabinet.

Full operation height shall be with the bottom of the sign at least 2.1 m above the ground and the top no more than 4.4 m above the ground.

After initial placement, portable changeable message signs shall be moved from location to location as directed by the Engineer.

A portable changeable message sign shall be furnished, placed, operated, and maintained in place of the existing changeable message sign, during times when the changeable message sign is inoperative due to the Contractor's activities, at the location designated by the Engineer.

## **PAYMENT**

Except as provided in these special provisions, full compensation for furnishing flaggers, furnishing, installing, maintaining, removing, and disposing of construction area traffic control devices, including lamps, power sources and appurtenances, shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.22 MAINTAINING TRAFFIC**

Attention is directed to "Public Convenience," "Public Safety," and "Construction Area Traffic Control Devices," of these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as to conform to the provisions in "Public Safety" of these special provisions.

Whenever vehicles or equipment are parked on the freeway or ramp shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

No work that would require a lane closure on the freeway shall be performed.

The Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for contract operations.

At any time a lane is closed for construction operations and it becomes necessary to clear the lane for use by public traffic due to congested conditions, or for any other reason, the Contractor shall immediately, upon notice from the Engineer, stop active contract operations and commence clearing the lane.

If the Contractor is ordered to clear a lane in conformance with these provisions the Contractor will be compensated for the cost of the interruption to his work as follows:

The Contractor will be granted an extension of time commensurate with the delay in conformance with the provisions in Section 6-1.08, "Liquidated Damages," of the General Conditions.

The provisions in this division "Maintaining Traffic" will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in "Public Safety" of these special provisions.

A minimum of one (paved) ramp traffic lane, not less than 3.65 m wide, shall be open for use by public traffic.

Minor deviations from the requirements of this division concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by an ordered change in accordance with the provisions in Section 3, "Changes in the Work," of the General Conditions.

#### **PAYMENT**

Except as provided in these special provisions, full compensation for maintaining traffic shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.23 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes, ramps or shoulders in conformance with the details shown on the plans and these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in "Public Safety," in these special provisions.

Whenever the term "hours of darkness" is used in these special provisions it shall be deemed to mean the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane or shoulder closure requiring the sign's use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane, ramp or shoulder closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

#### **PAYMENT**

Except as provided in these special provisions, full compensation for furnishing, maintaining and disposing of traffic control system for lane, ramp or shoulder closures shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

### **1.24 FIELD ENGINEERING**

This section specifies administrative and procedural requirements for field engineering services to be performed by the Contractor.

**Lines and grades.--**Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work shown on the plans and as specified in these special provisions. In general, these will consist of the primary vertical and horizontal control points.

**Existing utilities and equipment.--**The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, the Contractor shall investigate and verify the existence and location of underground utilities and other construction.

Prior to construction, the Contractor shall verify the location and invert elevation at points of connection of sanitary and septic sewers, storm sewer, and water or fire service piping.

**Surveys for layout and performance.--**The Contractor shall perform all surveys for layout and performance, reduce field notes, and make all necessary calculations and drawings necessary to carry out the work.

Batter boards shall be located and laid out for structures, building foundations, column grids and locations, floor levels and, control lines and levels required for mechanical and electrical work.

**Survey accuracy and tolerances.**--The tolerances generally applicable in setting survey stakes for foundations, slabs, and underground work shall not exceed the following:

Survey Stakes or Markers	Tolerance
Structures or building construction	3 mm

Such tolerance shall not supersede stricter tolerances required by the plans or special provisions, and shall not otherwise relieve the Contractor of responsibility for measurements in compliance therein.

## 1.25 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following requirements:

Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.

Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish all information necessary as required to the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision shall be final.

When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, a list of substitutions to be made shall be submitted for approval.

The following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325M	
METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR REINFORCEMENT	
METRIC BAR DESIGNATION NUMBER AS SHOWN ON THE PLANS	IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

SUBSTITUTION TABLE FOR WELDED PLAIN WIRE REINFORCEMENT, ASTM DESIGNATION: A 185	
	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch <sup>2</sup> x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF: (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449	
DIAMETER	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL			
UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED (GALVANIZED) SHEETS	
METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT US STANDARD GAGE inch	METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT GALVANIZED SHEET GAGE inch
7.94	0.3125		
6.07	0.2391		
5.69	0.2242		
5.31	0.2092		
4.94	0.1943		
4.55	0.1793		
4.18	0.1644	4.270	0.1681
3.80	0.1495	3.891	0.1532
3.42	0.1345	3.510	0.1382
3.04	0.1196	3.132	0.1233
2.66	0.1046	2.753	0.1084
2.28	0.0897	2.372	0.0934
1.90	0.0747	1.994	0.0785
1.71	0.0673	1.803	0.0710
1.52	0.0598	1.613	0.0635
1.37	0.0538	1.461	0.0575
1.21	0.0478	1.311	0.0516
1.06	0.0418	1.158	0.0456
0.91	0.0359	1.006 or 1.016	0.0396
0.84	0.0329	0.930	0.0366
0.76	0.0299	0.853	0.0336
0.68	0.0269	0.777	0.0306
0.61	0.0239	0.701	0.0276
0.53	0.0209	0.627	0.0247
0.45	0.0179	0.551	0.0217
0.42	0.0164	0.513	0.0202
0.38	0.0149	0.475	0.0187

CONVERSION TABLE FOR WIRE		
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT USA STEEL WIRE THICKNESS	GAGE NO.
mm	inch	
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR COMMON NAILS				
NAIL SIZE	METRIC		ENGLISH	
	mm		inch	
	Length	Diameter	Length	Diameter
8d	63.5	3.33	2 1/2	0.131
10d	76.2	3.76	3	0.148
16d	88.9	4.11	3 1/2	0.162

CONVERSION TABLE FOR LUMBER	
METRIC NOMINAL SURFACE DRY SIZE	EQUIVALENT NOMINAL SURFACE DRY U S SIZE
mm	inch
51	2
102	4
152	6
203	8
254	10
305	12

CONVERSION TABLE FOR PLYWOOD	
METRIC mm	ENGLISH inch
6.4	1/4
7.9	5/16
9.5	3/8
11.1	7/16
11.9	15/32
12.7	1/2
15.1	19/32
15.9	5/8
18.3	23/32
19.1	3/4
22.2	7/8
25.4	1
28.6	1 1/8

CONVERSION TABLE FOR INSULATION R-VALUE	
METRIC (K m <sup>2</sup> /W)	ENGLISH (HR FT <sup>2</sup> F/BTU)
0.5	3
0.7	4
1.4	8
1.9	11
2.3	13
2.5	14
3.3	19
5.3	30

CONVERSION TABLE FOR VAPOR TRANSMISSION RATING	
METRIC (Perm-m)	ENGLISH (perm-inch)
0.29	0.02



CONVERSION TABLE FOR LOW PRESSURE	
METRIC (Pa)	ENGLISH (Inches of Water Column)
30	0.125
60	0.25
90	0.375
120	0.50
150	0.60
155	0.625
175	0.70
185	0.75
200	0.80
250	1.00
310	1.25

CONVERSION TABLE FOR PRESSURE	
METRIC (kPa)	ENGLISH (psi)
10	1.5
210	30
280	40
350	50
690	100
860	125
1040	150
1100	160
1210	175
1380	200
1730	250
2070	300
2170	315
2410	350
2590	375
2760	400
4830	700
5170	750
5520	800
13800	2000
17200	2500
20700	3000
27600	4000
34500	5000
137900	20000

CONVERSION TABLE FOR MIL THICKNESS	
METRIC (mm)	ENGLISH (inch/1000)
0.10	4
0.13	5
0.15	6
0.50	20
0.75	30
1.00	40

CONVERSION TABLE FOR HVAC DUCTING.	
METRIC (mm)	ENGLISH (inch)
100	4
125	5
150	6
175	7
200	8
225	9
250	10
300	12
360	14
410	16
460	18
510	20
560	22
610	24
660	26
710	28
760	30

CONVERSION TABLE FOR MECHANICAL PIPING		
METRIC (GSP, PVC, BSP, DUCTILE IRON)	METRIC (mm)	ENGLISH (inch)
NPS 1/2	15	1/2
NPS 3/4	20	3/4
NPS 1	25	1
NPS 1 1/4	32	1 1/4
NPS 1 1/2	40	1 1/2
NPS 2	50	2
NPS 2 1/2	65	2 1/2
NPS 3	75	3
NPS 4	100	4
NPS 6	150	6

CONVERSION TABLE FOR LUBRICATION PIPING TUBING WALL THICKNESS	
METRIC (mm)	ENGLISH (inch)
2.1	0.083
0.9	0.035

CONVERSION TABLE FOR HOSE/TUBING SIZES O. D.	
METRIC (mm)	ENGLISH (inch)
6	1/4
10	3/8
13	1/2
16	5/8
19	3/4
22	7/8
25	1

CONVERSION TABLE FOR DRUM SIZES			
METRIC		ENGLISH	
L	kg	gallons	pounds
205	180	55	400
60	55	16	120
19	16	5	35

CONVERSION TABLE FOR POWER	
METRIC (kW)	ENGLISH (HP)
0.037	1/20
0.075	1/10
0.18	1/4
0.25	1/3
0.37	1/2
0.55	3/4
0.75	1
1.1	1 1/2
1.5	2
2.2	3
3.7	5
5.5	7 1/2
7.5	10
11	15
15	20
18.5	25
22	30
30	40
37	50
45	60
55	75
75	100
90	120
110	150

CONVERSION TABLE FOR IMPELLER BALANCE		
SYNCHRONOUS RPM	METRIC (g mm/kg)	ENGLISH (ounce- inch/pound)
720	94	0.059
900	73	0.046
1200	54	0.034
1800	41	0.026
3600	17	0.011

CONVERSION TABLE FOR ELECTRICAL CONDUIT	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
16	1/2
21	3/4
27	1
35	1 1/4
41	1 1/2
53	2
103	4

## **DIVISION 2. SITEWORK**

### **2.01 SELECTIVE DEMOLITION**

#### **PART 1.- GENERAL**

**Scope.**--This work shall consist of removing portions of the existing facilities, including removal of existing work to gain access to or for new work, in accordance with the details shown on the plans and these special provisions.

#### **PART 2.- PRODUCTS** (Not applicable)

#### **PART 3.- EXECUTION**

##### **REMOVAL.--**

**General.**--Removal shall be to the limits shown on the plans. Removal shall be done carefully to minimize damage to the portions to remain. Remaining portions that are damaged by the Contractor's operation shall be restored to original condition at the Contractor's expense.

Existing apparatuses, devices, or accessories which would be functionally impaired by new construction or remodeling shall be moved, brought out to new surfaces, or provided with new access covers, as necessary to restore apparatuses, devices, or accessories to their original usefulness.

Piping and conduits to be abandoned shall be capped or plugged.

##### **DISPOSAL.--**

**General.**--Materials that are to be removed, shall become the property of the Contractor and shall be disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site.

##### **SALVAGE.--**

**General.**--Materials or equipment shown on the plans to be salvaged shall remain the property of the State and shall be removed, cleaned and stockpiled at a location at the project site designated by the Engineer.

### **2.02 RELOCATING MATERIALS AND EQUIPMENT**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.**--This work shall consist of relocating existing materials and equipment in accordance with the details shown on the plans and these special provisions.

#### **PART 2.- PRODUCTS** (Not applicable)

#### **PART 3.- EXECUTION**

##### **RELOCATION.--**

**General.**--Materials or equipment to be relocated shall be removed carefully to avoid damage to the materials or equipment or to the materials or equipment which are to remain. Assemblies to be relocated which require dismantling for removal shall be matchmarked before dismantling.

The Contractor shall notify the Engineer prior to the relocation work in order that the materials or equipment may be inspected for existing damage.

Materials or equipment to be relocated shall have all adhering concrete, mastics, earth or other deleterious materials removed and shall have all exterior surfaces cleaned.

Materials or equipment which are damaged by the Contractor's operations shall be replaced or restored to match the condition of the materials or equipment prior to the beginning of the Contractor's operations. Replacement or restoration of damaged materials or equipment shall be at the Contractor's expense.

Connections, anchorages and fasteners for relocated materials and equipment shall match existing and shall be furnished and installed by the Contractor. Assemblies which have been dismantled shall be reassembled to match the existing installation. Relocated materials and equipment shall be installed as required for new work.

Modifications to wiring and plumbing to accommodate relocated items shall be as shown on the plans. Ends of piping and conduits to be abandoned shall be capped.

Surfaces that are exposed to view upon removal or relocation of materials or equipment shall be patched. Bumps shall be removed and depressions filled, and the surface finished to match the existing surfaces. Depressions in concrete less than 25 mm deep shall be deepened to 25 mm minimum depth before filling with cement mortar.

## **DISPOSAL.--**

**General.--**Material from existing facilities to be reused in the work, in the opinion of the Engineer, is unsuitable for use shall become the property of the Contractor and disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site. The unsuitable material shall be replaced as ordered by the Engineer and will be paid for as provided in Section 3, "Changes in the Work," of the General Conditions.

## **2.03 EARTHWORK FOR BUILDING WORK**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of performing earthwork for buildings in accordance with the details shown on the plans and these special provisions.

Earthwork shall consist of structure excavation and structure backfill. Structure excavation shall include excavation for footings, foundations, walls, slabs, and trenches. Structure backfill shall include backfilling under slabs; backfilling under and around footings; backfilling for walls, backfilling for pipes and conduits; backfilling holes resulting from removal of existing facilities. In addition to structure excavation and structure backfill, earthwork for building work shall include any other earthwork, not mentioned, but necessary to complete the building work.

Attention is directed to the requirements of "Field Engineering" in Division 1, "General Requirements," of these special provisions.

#### **QUALITY ASSURANCE.--**

**Samples.--**Samples of sand or crushed stone, weighing not less than 11 kg, shall be submitted to the Engineer at the jobsite for approval.

#### **SITE CONDITIONS.--**

**Existing underground piping and conduit.--**The location of existing underground piping and conduit is based on the best records available. Before beginning work, the Contractor shall accurately locate the piping and conduit involved in the work. If the location of the existing piping or conduit deviates from the location shown on the plans by more than 1.5 meters, or, if no elevations are indicated and the piping or conduit is more than 0.9 meter below grade, the cost of the additional excavation, backfill, piping or conduit, and removal and replacement of concrete, if any, will be paid for as an ordered change in accordance with the requirements specified in Section 3, "Changes in the Work," of the General Conditions.

**Existing surfaced areas.--**Existing surfaced areas that are removed, broken or damaged by the Contractor's operations shall be restored to their original condition except as otherwise shown on the plans or specified herein.

## PART 2.- PRODUCTS

### BACKFILL MATERIALS.--

#### Structure backfill.--

Structure and trench backfill shall be free of organic and other deleterious material and shall be suitable for the required compaction. Gravel without sand matrix shall not be used except as free draining granular material beneath slabs and footings.

#### Sand.--

Sand shall be clean, washed sand, free from clay or organic material graded such that 100 percent passes the 6 mm sieve, 90 percent to 100 percent passes the 4.75 mm sieve and not more than 5 percent passes the 75  $\mu$ m sieve size.

#### Crushed stone.--

Crushed stone shall be clean, washed, dry density of not less than 1522 kg/m<sup>3</sup>, crushed stone or crushed gravel with an angular particle size not less than 3 mm or more than 13 mm.

Sieve or Screen Size	Percentage Passing
13 mm	100
9.5 mm	85-100
4.75 mm	10-30
2.36 mm	0-3

Crushed stone shall conform to the following requirements:

Test	California Test No.	Test Requirements
Durability Index	229	35 Min.

## PART 3.- EXECUTION

### PREPARATION & RESTORATION.--

**Sawcutting.--**Prior to excavation or trenching, existing surfacing shall be removed to saw cut lines, or to existing wood dividers or expansion joints, if any. The saw cut shall be to a neat line and have a depth not less than 25 mm.

**Restoration.--**Surfacing shall be replaced to match the thickness, grades and finish of the adjacent surrounding surfaces.

### STRUCTURE EXCAVATION.--

**General.--**Unless otherwise noted, all excavation for building work shall be classified as structure excavation.

**Footing excavation.--**The bottom of excavations shall not be disturbed. The contractor shall excavate by hand to the final grade. The bottom of concrete footings shall be poured against undisturbed material. Unless otherwise noted, compaction of the bottom of footing excavation is not required unless the material is disturbed. The footing depths shown on the plans shall be changed to suit field conditions when directed by the Engineer. Solid rock at or near required depths shall not be disturbed. Unsuitable material shall be excavated down to firm bearing as directed by the Engineer. Work and materials required because of excavation in excess of the depths shown on the plans, when such excavation has been ordered

by the Engineer, will be paid for as an ordered change in accordance with the requirements in Section 3, "Changes in the Work," of the General Conditions.

Excavate to the elevations and dimensions within a tolerance of  $\pm 12$  mm. Limits of the excavation shall allow for adequate working space for installing materials and as required for safety of personnel. Such working space excavation shall be replaced in kind and compacted at the Contractor's expense.

Overdepth excavation for footings shall be backfilled with concrete or such other material recommended by the Contractor and approved by the Engineer. Relative compaction shall be not less than 95 percent.

**Excavation for pipes and conduits.**--Pipes or conduits in the same trench shall have a minimum clear distance between pipes or conduits of 150 mm. Pipes or conduits shall have not less than 0.75 meter of cover from top of pipes or conduits to finished grade unless otherwise shown on the plans or specified.

Trenching shall be of sufficient depth to permit placing a minimum depth of 100 mm of compacted sand under all pipes and conduits.

**Dewatering.**--Excavations shall be kept clear of standing water. Water shall be removed by pumping if necessary. Water removed from excavation shall be carried away from the building site and disposed of in a manner that will not harm State or adjacent property.

### **STRUCTURE BACKFILLING.--**

**General.**--Unless otherwise noted, all backfill for building work shall be classified as structure backfill. Backfill shall be placed and compacted in horizontal layers, not more than 150 mm thick prior to compaction, and to the lines and grades shown on the plans or to original ground.

**Structure backfill.**--After structures are in place and forms are removed, wood and other debris shall be removed from excavations before placing structure backfill.

**Backfilling pipes and conduits.**--Backfill placed under pipe and conduits shall be compacted sand, 100 mm minimum depth. Backfill material placed to a level 150 mm above tops of pipes and conduits shall be sand or fine earth and particles shall not exceed 13 mm in greatest dimension. For wrapped, coated, or plastic pipe or conduits, sand shall be used for backfill. Backfill material placed higher than 150 mm above tops of pipes or conduits shall consist of material free of stones or lumps exceeding 100 mm in greatest dimension except:

- (a) The top 300 mm of backfill under roads, walks or paving shall consist of aggregate base material.

Unless otherwise shown on the plans, pipe under roads, with less than 0.75 m of cover over the top of pipe, shall be backfilled with concrete to a level 100 mm above the top of pipe. Concrete for backfill shall be commercial quality concrete containing not less than  $350 \text{ kg/m}^3$  of cement.

### **COMPACTION.--**

**General.**--Relative compaction shall be determined in accordance with California Test 216 or 231.

Unless otherwise noted below, all backfill shall be compacted to a minimum relative compaction of 90 percent.

Unless approved in writing by the Engineer, compaction by jetting or ponding will not be permitted.

**Compact original ground.**--Original ground surface under fill with surfacing of concrete and asphalt concrete shall be compacted to a relative compaction of not less than 95 percent for a minimum depth of 150 mm.

**Subgrade preparation.**--Preparation of subgrade material for placing aggregate base, surfacing, or slabs thereon shall include fine grading, compaction, reworking as necessary. The upper 150 mm of the subgrade shall have the same compaction as the fill to be placed over it.

The prism of backfill directly underneath the building foundation and sloping downward at 1:1 shall be compacted to 95 percent.

**Structure backfill.**--Structure backfill shall be compacted to not less than 95 percent relative compaction.



**Trench backfill.**--Trench backfill placed beneath slabs or paved areas shall be compacted to a relative compaction of not less than 95 percent.

#### **DISPOSAL.--**

**Surplus material.**--Surplus material from the excavation shall be disposed of away from the premises.

#### **FIELD QUALITY CONTROL.--**

**Inspection.**--When the excavation is substantially completed to grade, the Contractor shall notify the Engineer. No concrete shall be placed until the foundation has been approved by the Engineer.

**Testing.**--The State will conduct compaction tests during the backfilling and compacting operations.

### **2.04 AGGREGATE BASE**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.**--This work shall consist of furnishing, spreading and compacting aggregate base in accordance with the details shown on the plans and these special provisions.

#### **PART 2.- PRODUCTS**

##### **Aggregate base.--**

Aggregate base shall be commercial quality aggregates consisting of broken stone; crushed gravel; natural, clean, rough-surfaced gravel and sand; or a combination thereof.

Aggregate base shall conform to the following grading as determined by California Test 202:

Sieve or Screen Size	Percentage Passing
25 mm	100
19 mm	90 - 100
4.75 mm	35 - 60
600 µm	10 - 30
75 µm	2 - 9

Aggregate base shall also conform to the following quality requirements:

Tests	California Test No.	Test Requirement s
Durability Index	229	35 Min.
Resistance (R-Value)	301	78 Min.
Sand Equivalent	217	22 Min.

## **PART 3.- EXECUTION**

### **SPREADING AND COMPACTING.--**

**Spreading.--**Aggregate base shall be placed and compacted to the lines and grades shown on the plans.

Spreading and compacting shall be performed by methods that will produce a uniform base, free from pockets of coarse or fine material.

**Compaction.--**Relative compaction of each layer of compacted base material shall be not less than 95 percent, as determined by California Test 216 or 231.

## **2.05 FREE DRAINING GRANULAR MATERIAL**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and placing free draining granular material beneath slabs in accordance with the details shown on the plans and these special provisions.

### **PART 2.- PRODUCTS**

#### **Free draining granular material.--**

Free draining granular material shall be clean, hard, durable, free-draining rock. The material gradation shall be such that all passes the 25 mm screen, and not more than 10 percent passes the 4.75 mm sieve as determined by California Test 202. Granular material shall be free from organic material, clay balls or other deleterious substances.

## **PART 3.- EXECUTION**

### **SPREADING AND CONSOLIDATING.--**

**General.--**Free draining granular material shall be placed, spread and consolidated by tamping or vibrating.

## **2.06 ASPHALT CONCRETE (MINOR)**

### **PART 1.- GENERAL**

**Scope.--**This work shall consist of furnishing and placing asphalt concrete, and applying a paint binder, in accordance with the details shown on the plans and these special provisions.

Areas to be surfaced with asphalt concrete shall be as shown on the plans, and/or where existing bituminous surfacing has been removed to facilitate the required work.

### **PART 2.- PRODUCTS**

#### **Asphalt concrete.--**

Asphalt concrete shall be commercial quality 13 mm maximum grading, produced at a central mixing plant.

## **PART 3.- EXECUTION**

**Mixing.--**The aggregate and asphalt binder for asphalt concrete shall be heated and mixed thoroughly.

**Placement.**--A paint binder of asphaltic emulsion or paving asphalt shall be applied to all existing surfacing upon which asphalt concrete is to be placed, vertical surfaces against which asphalt concrete material is to be placed, and other surfaces designated by the Engineer.

Asphalt concrete shall be spread by methods that will produce an asphalt concrete surfacing of uniform smoothness and texture, and shall be thoroughly compacted by hand rollers, impactors or other methods approved by the Engineer.

## **2.07 PAINTED PAVEMENT MARKINGS**

### **PART 1.- GENERAL**

**Scope.**--This work shall consist of furnishing and applying paint for pavement markings in accordance with the details shown on the plans and these special provisions.

Pavement markings include, but are not limited to, word and symbol markings, and parking stall markings.

**Alternatives.**--At the option of the Contractor, striping tape may be placed instead of the painted pavement markings specified herein.

### **PART 2.- PRODUCTS**

#### **Paint.**--

Paint shall be top commercial quality for pavement marking, formulated for the use intended, and manufactured by a nationally recognized manufacturer of paint and other coating products.

The kind of paint to be used (solvent or water borne) shall be determined by the Contractor, based on local air pollution control regulations and weather conditions.

#### **Striping tape.**--

Striping tape shall be permanent type striping tape. Striping tape shall be Brite-Line, Series 1000; Swarco Industries, Director; 3M Stamark Brand, Pliant Polymer Grade Series 5730; 3M Stamark Brand, Bisymmetric 1.75 Grade Series 5730; or equal.

### **PART 3.- EXECUTION**

**ALIGNMENT AND LAYOUT.**--All necessary alignment and layout work shall be performed by the Contractor, in a manner that will not damage the pavement.

Unless otherwise shown on the plans, the width of parking stall markings shall be 105 mm.

**EQUIPMENT AND OPERATION.**--Mechanical means shall be used to paint pavement markings.

All equipment used in the application of paint shall produce pavement markings of uniform quality.

All spray equipment shall be the proper type and of adequate capacity for the work involved.

Air atomized spray equipment shall be equipped with oil and water extractors and pressure regulators, and shall have adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be the proper size.

Rapid dry paint shall be applied only with airless type equipment.

Stencils and hand spray equipment shall be used to paint word and symbol markings. Stencils shall be furnished by the Contractor. The stencil layout shall conform to the dimensions shown on the plans.

**SURFACE PREPARATION.**--Surfaces which are to receive paint shall be cleaned of all dirt and loose material.

**APPLICATION.**--Paint shall be applied only on dry surfaces, and only during periods of favorable weather, in accordance with the manufacturer's recommendations.

On new surfacing, paint shall be applied in 2 coats. The first coat shall be dry before application of the second coat is applied.

On existing surfacing, paint shall be applied in one coat.

Completed pavement markings shall have clean and well-defined edges, and shall conform to the dimensions shown on the plans or as specified in these special provisions.

Drips, oversprays, improper markings, and paint material tracked by traffic shall be immediately removed from the pavement by methods approved by the Engineer. All such removal shall be at the Contractor's expense.

If used, striping tape shall be applied in accordance with the manufacturer's specifications.

**APPLICATION RATES.**--Each application of paint shall be applied at the rates recommended by the paint manufacturer for the type of surface involved.

**PROTECTION.**--Newly placed pavement markings shall be protected from damage by traffic or other causes until the paint is thoroughly dry.

**DISABLED ACCESSIBLE PARKING STALL SYMBOL.**--Each parking space reserved for persons with physical disabilities shall have a minimum 0.9 m x 0.9 m surface identification with the international symbol of accessibility. The symbol and border shall be white and the background shall be blue conforming to Federal Standard 595B, Color No. 15090.

## **2.08 PARKING BUMPERS**

### **PART 1.- GENERAL**

**Scope.**--This work shall consist of furnishing and installing precast concrete parking bumpers in accordance with the details shown on the plans and these special provisions.

### **PART 2.- PRODUCTS**

#### **Parking bumpers.--**

Parking bumpers shall be commercially available precast parking bumpers.

Parking bumpers shall be 1220 mm long, nominal 200 mm wide and 150 mm high with both top longitudinal corners continuously chamfered, and anchor holes 230 mm from each end.

### **PART 3.- EXECUTION**

**Layout.**--Arrangement of parking bumpers shall be coordinated with the layout of parking stalls and traffic aisles, providing the proper angle to engage wheels and proper location to prevent overtravel of vehicles.

Parking bumpers shall be anchored with two 19 mm diameter reinforcing bars 380 mm in length. The reinforcing bars shall be installed such that the top of the bars is flush with the top of the parking bumper.

## **2.09 GUARD POSTS**

### **PART 1.- GENERAL**

**Scope.**--This work shall consist of constructing guard posts in accordance with the details shown on the plans and these special provisions.

### **PART 2.- PRODUCTS**

#### **Steel posts.--**

Steel posts for guard posts shall be standard weight, galvanized steel pipe conforming to the details shown on the plans.

#### **Concrete.--**

Concrete for guard posts shall be commercial quality concrete, proportioned to provide a workable mix suitable for the intended use, with not less than 300 kilograms of cement per cubic meter.

### **PART 3.- EXECUTION**

**Installation.--**The length and diameter of the guard posts shall conform to the details shown on the plans.

Guard posts shall be placed in holes excavated to the depth and cross section shown on the plans, and shall be installed plumb.

Guard posts shall be backfilled with concrete as shown on the plans.

**Painting.--**Guard posts shall be prepared and painted in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

### **2.10 ACCESSIBLE PARKING AND AUTHORIZATION SIGNS**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing accessible parking and authorization signs in accordance with the details shown on the plans and these special provisions.

##### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data and sign fastening details shall be submitted for approval.

#### **PART 2.- PRODUCTS**

##### **Van accessible sign.--**

Van accessible sign shall be a metal sign with baked enamel finish and the international symbol of accessibility. Sign background shall be blue and shall conform to Federal Standard 595B, Color No. 15090. Lettering and border shall be white and shall conform to Federal Standard 595B, Color No. 17886.

##### **Unauthorized vehicles parking sign.--**

Unauthorized vehicles parking sign shall be a metal sign with baked enamel finish. Sign background shall be blue and shall conform to Federal Standard 595B, Color No. 15090. Lettering and border shall be white and shall conform to Federal Standard 595B, Color No. 17886. Lettering shall be not less than 25 mm in height and shall read as shown on the plans.

##### **Support post.--**

Support post shall be commercial quality, standard weight, galvanized steel pipe. Pipe diameter shall be as shown on the plans.

##### **Fastening hardware.--**

Fastening hardware shall be galvanized or cadmium plated.

##### **Concrete.--**

Concrete for support posts shall be commercial quality concrete, proportioned to provide a workable mix suitable for the intended use, with not less than 300 kilograms of cement per cubic meter.

### **PART 3.- EXECUTION**

**Installation.--**Support posts shall be placed in holes excavated to the depth and cross-section shown on the plans. Posts shall be set vertical and shall be firmly embedded in concrete backfill. The top of the concrete backfill around the post shall be crowned to drain water.

Support posts shall be fitted with a rainproof top.

Sign shall be fastened rigidly and securely to the support post.

The Engineer will provide the Contractor with the necessary information for the disabled authorization sign.

### **DIVISION 3. CONCRETE AND REINFORCEMENT**

#### **3.01 CAST-IN-PLACE CONCRETE**

##### **PART 1.- GENERAL**

###### **SUMMARY.--**

**Scope.--**This work shall consist of constructing cast-in-place concrete facilities in accordance with the details shown on the plans and these special provisions.

###### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data for admixtures, expansion joint material, vapor barrier, hardener, and sealer shall be submitted for approval.

Descriptive data shall be delivered to the Engineer at the jobsite.

###### **QUALITY ASSURANCE.--**

**Certificates of Compliance.--**Certificates of Compliance shall be furnished for cement, reinforcement, and admixtures in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

##### **PART 2.- PRODUCTS**

###### **CONCRETE MIXES.--**

###### **Concrete (structural work).--**

Commercial quality concrete shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 350 kg/m<sup>3</sup> of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533.

The air content of the freshly mixed concrete shall be  $6 \pm 1 \frac{1}{2}$  percent, as determined by California Test 504.

###### **Concrete (minor work).--**

Commercial quality concrete for concrete sidewalks shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 300 kg/m<sup>3</sup> of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533.

The air content of the freshly mixed concrete shall be  $6 \pm 1 \frac{1}{2}$  percent, as determined by California Test 504.

###### **CONCRETE MATERIALS.--**

###### **Cement.--**

Cement shall conform to ASTM Designation: C 150, Types II, or III portland cement; or Type IP (MS) Modified cement. Type IP (MS) Modified shall conform to ASTM Designation: C 595 and shall be comprised of an intimate mixture of Type II Modified cement and not more than 20 percent of a pozzolanic material.

###### **Aggregates.--**

Aggregates shall be free from deleterious coatings, clay balls and other extraneous materials.

Aggregates proposed for use shall conform to the requirements for freezing and thawing shall as determined by California Test 528.

**Admixtures.--**

Admixtures used in portland cement concrete shall be included on the Department's current list of approved admixtures, and shall conform to ASTM Designation: C 494, Types A, B, D, F or G for chemical admixtures; ASTM Designation: C 260 for air-entraining admixtures; and ASTM Designation: C 618 for mineral admixtures, except loss on ignition shall not exceed 4 percent. Properties of admixtures shall be uniform in each lot.

**FORM MATERIALS.--**

**Forms for exposed finish concrete.--**

Forms for exposed surfaces shall be plywood, metal or other panel type materials. Plywood shall be not less than 16 mm thick and without scars, dents, and delaminations. Forms shall be furnished in largest practical pieces to minimize number of joints.

Plywood shall conform to the requirements of U. S. Product Standard PS-1 for Exterior B-B (Concrete Form) Class I.

Forms for edges of slabs shall be nominal 50 mm solid stock lumber, plywood, or metal forms.

**Forms for unexposed finish concrete.--**

Forms for unexposed finish concrete surfaces shall be plywood, lumber, metal or other acceptable material.

**Form ties.--**

Form ties shall be factory fabricated, removable or snapoff metal ties for use as necessary to prevent spreading of forms during concrete placement.

**Form oil.--**

Form oil shall be commercial quality form oil which will permit the ready release of the forms and will not discolor the concrete.

**REINFORCING MATERIALS.--**

**Bar reinforcement.--**

Bar reinforcement shall conform to ASTM Designation: A 615/A 615M, Grade 60 [420], or ASTM Designation: A 706/A 706M.

**Bar supports.--**

Bar supports for reinforcement shall be precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads.

**RELATED MATERIALS.--**

**Anchor bolts, nuts, and washers.--**

Nonheaded anchor bolts shall conform to ASTM Designation: A 36/A 36M, with a minimum hook length of 6.2 diameters.

Headed anchor bolts shall conform to ASTM Designation: A 307.

Threaded rods shall conform to ASTM Designation: A 572.

Nuts shall conform to ASTM Designation: A 563M, Grade A.

Washers for anchor bolts shall be commercial quality.

Exposed anchor bolts, nuts, and washers shall be hot dipped galvanized.

**Expansion joint material.--**

Expansion joint material shall be commercial quality asphalt impregnated pressed fiber sheets, 13 mm minimum thickness.

**Vapor barrier.--**

Vapor barrier shall be commercial quality polyethylene sheets not less than 0.15 mm thick.

**Bond breaker.--**

Bond breaker shall be Type I asphalt saturated organic felt or such other material approved by the Engineer.

**Type A control joints.--**

Type A control joints shall be commercial quality, preformed, T-shaped plastic strips with detachable top flange.

**Keyed construction joint forms.--**

Keyed construction joint forms shall be commercial quality, galvanized metal or plastic, factory fabricated construction joint forms. Forms shall produce a rabbeted key type joint.

**Mortar.--**

Mortar shall consist of one part cement to 2 parts clean sand and only enough water to permit placing and packing.

**Curing compound.--**

Curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements of ASTM Designation: C 309, Type 1-D, Class A.

**Concrete hardener.--**

Concrete hardener shall be commercial quality water borne penetrating type magnesium fluosilicate, zinc fluosilicate or combination thereof.

**Concrete sealer.--**

Concrete sealer shall be commercial quality VOC-compliant, silane type sealer with hydrophobic and oleophobic properties. Concrete sealer shall be ProSoCo, Inc., Standoff Tile and Masonry Protector (TMP); Tamms Industries, Hey'Di H.O.S.; Textured Coatings of America, Inc., Rainstopper 1750W-Clear; or equal.

**ADMIXTURES.--**

**General.--**Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option to conserve cement or to facilitate any construction operation.

Calcium chloride shall not be used in any concrete.

Admixtures shall be combined with concrete materials by methods that produce uniform properties throughout the concrete.

If more than one admixture is used, said admixtures shall be compatible with each other so that the desirable effects of all admixtures will be realized.

Mineral admixtures may be used to replace up to 15 percent of Type II portland cement provided the weight of mineral admixture used is not less than the weight of cement replaced. Mineral admixtures shall not be used to replace Type IP (MS) Modified or Type III cements. Chemical admixtures may be used to reduce up to 5 percent of the portland cement except that the cement content shall not be less than 300 kg/m<sup>3</sup>. When both chemical and mineral admixtures are used with Type II cement, the weight of cement replaced by mineral admixture may be considered as cement in determining the resulting cement content.

Mineral admixtures will be required in the manufacture of concrete containing aggregates that are determined to be "deleterious" or "potentially deleterious" when tested in accordance with ASTM Designation: C 289. The use of mineral



admixture in such concrete shall conform to the requirements in this section except that the use of set retarding admixtures will not be permitted.

When the use of a chemical admixture is specified or is ordered by the Engineer, the admixture shall be used at the rate specified or ordered. If no rate is specified or ordered, or if the Contractor uses a chemical admixture for his own convenience, the admixture shall be used at the dosage normally recommended by the admixture manufacturer.

When air-entrainment is specified or is ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce concrete having the specified or ordered air content as determined by California Test 504. If the Contractor uses air-entrainment for his own convenience, the average air content shall not exceed 4 percent and no single test shall exceed 5 1/2 percent.

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers shall have sufficient capacity to measure at one time the total quantity required for each batch. If more than one liquid admixture is used in the concrete, a separate measuring unit shall be provided for each liquid admixture and dispensing shall be such that the admixtures are not mixed at high concentrations. When air-entraining admixtures are used with other liquid admixtures, the air-entraining admixtures shall be the first to be incorporated into the mix. Unless liquid admixtures are added to premeasured water for the batch, they shall be discharged to flow into the stream of water so that the admixtures are well dispersed throughout the batch.

### **BAR REINFORCING STEEL.--**

**Bending.--**Reinforcing steel bars shall accurately conform to the dimensions shown on the plans.

Bars shall be bent or straightened in a manner that will not crack or break the material. Bars with kinks or improper bends shall not be used.

Hooks, bends and splices shall conform to the provisions of the Building Code Requirements for Reinforced Concrete of the American Concrete Institute.

### **MIXING AND TRANSPORTING CONCRETE.--**

**General.--**When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be complete within 1 1/2 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of cement to the aggregates.

Truck mixers or agitator shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified. The counters shall be of the continuous-registering type, which accurately register the number of revolutions and shall be mounted on the truck so that the Engineer may safely and conveniently inspect them from alongside the truck. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, a time less than 1 1/2 hours may be required.

When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be complete within one hour after the introduction of cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete for the work shall be accompanied by a trip ticket, a copy of which shall be delivered to the Engineer at the jobsite. The trip ticket shall show volume of concrete, weight of cement and aggregates, quantity of each admixture, quantity of water including water added at the jobsite, time of day the concrete is batched, and revolution counter readings on transit mix trucks at the times the truck is charged and unloaded.

## **PART 3.- EXECUTION**

### **PREPARATION.--**

**Existing concrete construction.--**Where fresh concrete joins existing or previously placed concrete, the contact surfaces of the existing or previously placed material shall be roughened, cleaned, flushed with water and allowed to dry to a surface dry condition immediately prior to placing the fresh concrete. The roughened surface shall be no smoother than a wood trowelled surface. Cleaning of the contact surfaces shall remove laitance, curing compounds, debris, dirt and such other substances or materials which would prevent bonding of the fresh concrete.

Abrasive blast methods shall be used to clean horizontal construction joints to the extent that clean aggregate is exposed.

Exposed reinforcing steel located at the contact surfaces which is to be encased in the fresh concrete shall be cleaned to remove any substance or material that would prevent bonding of the fresh concrete.

**Forms.--**Forms shall be mortar tight, true to the dimensions, lines, and grades shown on the plans, securely fastened and supported, and of adequate rigidity to prevent distortion during placing of concrete.

Forms for exposed surfaces shall be constructed with triangular fillets not less than 19 mm x 19 mm attached so as to prevent mortar runs and to produce smooth straight chamfers at all sharp edges of the concrete.

Form fasteners shall be removable without chipping, spalling, heating or otherwise damaging the concrete surface. Form ties shall be removed to a depth of at least 25 mm below the surface of the concrete.

The inside surfaces of forms shall be cleaned of all dirt, mortar and foreign material. Forms shall be thoroughly coated with form oil prior to use.

Forms shall not be stripped until at least 40 hours after placing concrete, except soffit forms and supports shall not be released or removed until at least 10 days after placing concrete.

Anchorage and embedded items shall be placed and rigidly secured at their planned locations prior to placing concrete.

**Vapor barrier.--**Vapor barrier shall be lapped 150 mm and securely taped at splices. Vapor barrier shall be protected with a 75 mm layer of clean uncompacted sand cover.

Unless otherwise shown on the plans, vapor barrier shall be placed under portions of the floor slab scheduled to receive finish flooring.

**Placing reinforcing steel.--**Reinforcing steel bars shall be accurately placed to the dimensions shown on the plans.

Bar reinforcement conforming to ASTM Designation: A 615/A 615M, Grade 60 [420], or A 706//A 706M shall be lapped at least 45 diameters.

Bars shall be firmly and securely held in position by means of wiring and approved bar supports. The spacing of supports and ties shall prevent displacement of the reinforcing or crushing of supports.

Tie wire shall be clear of concrete formwork and concrete surfaces.

All reinforcing steel shall be in place and inspected before concrete placement begins. Placing of bars on fresh layers of concrete will not be permitted.

**Ground bar.--**A continuous reinforcing steel bar shall be installed in the building foundation at the location indicated on the plans for the electrical ground bar. The use of epoxy coated reinforcing bar is not permitted. The end of the ground bar shall extend beyond the concrete surface and shall be protected from damage by construction operations.

## **PLACING CONCRETE.--**

**General.--**Concrete shall be placed and consolidated by means of internal vibrators to form dense, homogeneous concrete free of voids and rock pockets.

Forms and subgrade shall be thoroughly moistened with water immediately before placing concrete.

Concrete shall be placed as nearly as possible to its final location and the use of vibrators for extensive shifting of the concrete will not be permitted.

Concrete shall be deposited and consolidated in a continuous operation within limits of construction joints, until the placing of the panel or section is completed.

When concrete is to be placed in large areas requiring more than two pours, concrete shall be placed in alternate long strips between construction joints and the final slab infilled.

## **FINISHING CONCRETE SURFACES.--**

**Finishing unformed surfaces.--**Slabs shall be placed full thickness to finish elevation and leveled to screeds by use of long straightedges. The screeds shall be set to grade at approximately 1.8 meter centers. After leveling, screeds shall be removed and the surface shall be floated with wooden floats.

Type A control joint strips shall be inserted into the floated concrete so that the bottom of the top flange is flush with the finish elevation. Strips shall be standard manufactured lengths and shall be placed on an approximate straight line. The top flange of the strips shall be removed after the concrete has set and cured.

The floated surface shall be trowelled with steel trowels. Troweling shall form a dense, smooth and true finish. Walkways and outdoor slabs for pedestrian traffic shall be given a non-slip broom finish unless a different finish is called for on the plans or in these special provisions.

The application of cement dust coat will not be permitted.

Concrete floor surfaces to receive ceramic tile shall be floated to grade and then, before final set of the concrete, the floated surfaces shall be roughened with stiff bristled brushes or rakes.

Finished surfaces of floor slabs shall not deviate more than 3 mm from the lower edge of a 3-meter long straight edge.

**Finishing formed surfaces.**--Formed concrete surfaces shall be finished by filling holes or depressions in the surface, repairing all rock pockets, and removing fins. All surfaces of formed concrete exposed to view shall have stains and discolorations removed, unsightly bulges removed, and all areas which do not exhibit the required smooth, even surface of uniform texture and appearance shall be sanded with power sanders or other approved abrasive means until smooth, even surfaces of uniform texture and appearance are obtained.

Cement mortar, patching and finishing materials used to finish exposed surfaces of concrete shall closely match the color of surrounding surfaces.

#### **CURING CONCRETE.--**

**General.**--Freshly placed concrete shall be protected from premature drying and excessive cold or hot temperatures.

Initial curing of floor slabs shall start as soon as free water has disappeared from the concrete surface. The concrete shall be kept continuously wet by application of water for not less than 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or sand blankets may be used as a curing medium to retain the moisture during the curing period. Curing materials that will stain or discolor concrete shall not be used on surfaces exposed to view.

Prior to placing the curing medium, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.

Concrete surfaces, other than floor slabs, shall be kept moist for a period of at least 5 days by leaving the forms in place or by covering the exposed surfaces using moist rugs, cotton mats or other curing materials approved by the Engineer.

#### **PROTECTING CONCRETE.--**

**General.**--Concrete shall not be placed on frozen or frost covered surfaces.

Concrete shall be protected from damage due to rain, freezing or inclement weather, and shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall provide a written outline of his proposed methods of protecting concrete.

Vehicles, equipment, or concentrated loads weighing more than 140 kg individually and material stockpiles weighing more than 240 kg/m<sup>2</sup> will not be permitted on the concrete within 10 calendar days after placing.

#### **SPECIAL TREATMENTS.--**

**Concrete hardener.**--Chemical concrete hardener shall be applied to the floor surfaces shown on the plans, prior to the application of concrete sealer. Surfaces shall be clean and dry before the application of hardener.

The solution shall be applied in accordance with the manufacturer's instructions.

After the hardener has dried, the surface shall be mopped with water to remove encrusted salts.

**Concrete sealer.**--Concrete sealer shall be applied to the concrete surfaces designated on the plans in accordance with the manufacturer's instructions for heavy duty use. The sealer shall be applied to dry concrete surfaces.

### **DIVISION 4. MASONRY**

#### **4.01 SIMULATED MASONRY**

##### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.**--This work shall consist of providing and installing simulated masonry, including simulated stone veneer, mortar, and trim.

**Related work.--**

1. Frame support for substrate shall conform to the requirements specified under “Cold Formed Metal Framing” in Division 5, “Metals” of these special provisions.

**REFERENCES.--**

**General.--**Standards listed by reference, including revisions by issuing authority, shall form a part of this specification section to extent indicated:

**American Society for Testing and Materials (ASTM):**

ASTM C67 Test Methods of Sampling and Testing Brick and Structural Clay Tile.  
ASTM C91 Specification for Masonry Cement.  
ASTM C150 Specification for Portland Cement.  
ASTM C177 Test Method for Thermal Conductivity by Means of the Guarded Hot Plate.  
ASTM C207 Specification for Hydrated Lime for Masonry Purposes.  
ASTM C270 Specification for Mortar for Unit Masonry.  
ASTM C482 Test Method for Bond Strength of Ceramic Tile to Portland Cement.  
ASTM C567 Test Method for Unit Weight of Structural Lightweight Concrete.

**Underwriters Laboratories, Inc. (UL):**

UL 723: Test for Surface Burning Characteristics of Building Materials.

**Uniform Building Code (UBC):**

UBC Standard No. 32-12 for Water Absorption.  
UBC Standard No. 14-1 Kraft Waterproof Building Paper.  
UBC Standard No. 26-10 Parts I and IV: Test Method for Compressive Strength of Concrete Specimens.

**SUBMITTALS.--**

**Product data.--**Submit product data for specified products including manufacturer’s installation instructions.

**Shop Drawings.--**Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors, patterns and textures.

**Samples.--**Submit selection and verification samples for finishes, colors and textures.

**Certificate of Compliance.--**Certificate of Compliance shall be furnished for simulated masonry products in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

**QUALITY ASSURANCE.--**

**Installer Qualifications.--**Installer shall be experienced in performing work of this section who has specialized in installation of work similar to that required for this project.

**DELIVERY, STORAGE & HANDLING.--**

Contractor shall comply with manufacturer’s ordering instructions and lead time requirements to avoid construction delays. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer. Store mortar and other moisture-sensitive materials in protected enclosures; handle by methods which avoid exposure to moisture.

## **PROJECT CONDITIONS.--**

**Environmental Requirements/Conditions.--**Ambient air temperature shall be in accordance with manufacturers requirements. Maintain materials and surrounding air temperature to minimum 4 degrees C prior to, during, and for 48 hours after completion of work. Protect materials from rain, moisture, and freezing temperatures prior to, during, and for 48 hours after completion of work. Allow no construction activity on opposite side of wall during installation, and for 48 hrs after completion of work.

## **PART 2.- PRODUCTS**

### **SIMULATED MASONRY.--**

**Manufacturer's.--**Owens Corning Corp. "Cultured Stone;" G.S. Harris Company "Harristone"; Coronado Stone Products; or equal.

**Sizes and Shapes.--**Random sizes, shapes and textures of finished product shall duplicate natural stones. Stone diameter shall vary from 51 mm to 762 mm. Thickness may vary 25.4 mm to 90 mm depending on the texture.

**Colors and Textures.--**Colors and textures shall be selected from manufacturer's standard products matching that shown on the plans.

### **RELATED MATERIALS.--**

**Mortar.--**Portland Cement, ASTM C150, Type I or masonry cement (Type N), ASTM C91. Use masonry sand and iron oxide pigments.

**Lime.--**ASTM Designation: C207.

**Weather-Resistant Barrier.--**Kraft waterproof building paper, UBC Standard No. 14-1.

**Metal Lath.--**18 gauge galvanized woven wire mesh, or galvanized 1.5 kg flat rib.

### **MORTAR MIXES.--**

**Mixing.--**Mix proprietary materials in accordance with manufacturer's instructions, including product data and product technical bulletins. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 270, Type N. Do not use anti-freeze compounds to lower the freezing point of mortar.

## **PART 3.- EXECUTION**

### **MANUFACTURER'S INSTRUCTIONS.--**

Contractor shall comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

### **EXAMINATION.--**

**Site verification of conditions.--**Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.

## **PREPARATION.--**

**Sheathed surfaces.--**Install one layer of weather-resistant barrier with lap joints 102 mm shingle fashion. Apply code approved metal lath, attach with galvanized nails or staples which penetrate a minimum of 25 mm. Apply 152 mm on center vertically and 390 mm on centers horizontally. Wrap weather resistant barrier and metal lath a minimum of 390 mm around all outside and inside corners.

## **SIMULATED MASONRY INSTALLATION.--**

**Mortar.--**Apply 13 mm to 19 mm of mortar to lath covering a maximum of 0.9 m<sup>2</sup> at one time. Press the units firmly into position in soft mortar bed, wiggle and apply slight pressure to unit to ensure firm bonding causing mortar to extrude slightly around edges of units.

**Joints.--**Place units with uniform mortar joints. Stone joints should not be over 13 mm to 19 mm in width. When installing “pre-fitted” stone textures, units should be fitted tight against each other with no allowance for mortar joints. Brick joints should be a uniform 10 mm in width, with horizontal joints level. Install outside corner return units with short and long lengths alternated. Remove excess mortar; do not allow mortar to set up on face of units. Point and tool joints before mortar has set. Clean and finish joints in accordance with manufacturer’s instructions.

**Setting Units.--**Press each stone into the mortar setting bed firmly enough to squeeze some mortar out around the stone’s edges. Apply pressure to the stone to ensure a good bond. Ensure complete coverage between the mortar bed and back surface of the stone. Mortar may also be applied to the entire back of the stone.

**Cutting.--**Perform necessary cutting with proper tools to provide uniform edges; take care to prevent breaking unit corners or edges.

## **CLEANING.--**

Contractor shall use a strong solution of granulated soap or detergent and water with a bristle brush. Do not use a wire brush as it will cause damage to the surface. Rinse immediately with fresh water. Do not attempt to clean using acid or acid based products. Do not clean with high pressure power washer. Remove scuff marks by cleaning as specified herein. Remove efflorescence, allow stone to dry thoroughly, then scrub vigorously with a stiff bristle brush and clean water. Rinse thoroughly. Do not use a wire brush. For difficult efflorescence problems, scrub thoroughly with a solution of 1 part white household vinegar to 5 parts water. Rinse thoroughly.

## **PROTECTION.--**

Contractor shall protect installed product and finish surfaces from damage during construction.

## **DIVISION 5. STEEL**

### **5.01 STRUCTURAL STEEL FOR BUILDINGS**

#### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of fabricating, assembling, furnishing and erecting structural steel in accordance with the details shown on the plans and these special provisions.

Structural steel consists of:

- Tube steel columns, beams and girders.
- Plates, bars, shapes, and connections.

## **REFERENCES.--**

**General.--**Structural steel shall be fabricated, assembled and erected in accordance with American Institute of Steel Construction (AISC), "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings."

Welding shall be in accordance with American Welding Society (AWS) D1.1, "Structural Welding Code - Steel."

## **SUBMITTALS.--**

**Product data.--**Product data for items to be incorporated into the work, including structural steel bolts, nuts and washers and alternative connectors, shall be submitted for approval. Descriptive data for equipment for field welding structural steel, including type and electric power requirements, shall be submitted for approval.

**Shop drawings.--**Shop drawings and calculations shall be submitted for approval.

Shop drawings shall show any changes proposed in the work, details of connections and joints exposed to the weather, details for connections not dimensioned on the plans, the sequence of shop and field assembly and erection, welding sequences and procedures. If required, the location of butt welded splices on a layout drawing of the entire structure, and the location and details of any temporary supports that are to be used.

Calculations and shop drawings for falsework to be used for the erection of structural steel shall be submitted for approval. The falsework shall be designed and constructed to provide the necessary rigidity and to support loads which will be applied. Shop drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown.

**Closeout submittals.--**At the completion of the building on the contract, one set of reduced prints on 27 kg (minimum) bond paper, 280 mm x 432 mm in size, of the corrected original tracings of all approved drawings for each building shall be furnished to the Engineer. An index prepared specifically for the drawings for each building containing sheet numbers and titles shall be included on the first reduced print in the set for each building. Reduced prints for each building shall be arranged in the order of drawing numbers shown in the index.

The edge of the corrected original tracing image shall be clearly visible and visually parallel with the edges of the page. A clear, legible symbol shall be provided on the upper left side of each page to show the amount of reduction and a horizontal and vertical scale shall be provided on each reduced print to facilitate enlargement to original scale.

## **QUALITY ASSURANCE.--**

**Installer Qualifications.--**Installer shall be qualified who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.

**Qualifications for welding.--**A certified copy of qualification test record for welders shall be submitted to the Engineer at the jobsite.

**Certificate of Compliance.--**Certificate of Compliance shall be furnished for structural steel products in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions. Certificate of Compliance shall include mill test certificates for each heat number used in the work.

## **DELIVERY, HANDLING AND STORAGE.--**

Structural materials shall be loaded, transported, unloaded and stored so that it is kept clean and undamaged. Material shall be stored above ground on platforms, skids, or other supports. Covers and protection shall be provided to protect the materials from corrosion.

## **COORDINATION.--**

Anchorage items to be embedded in or attached to other construction shall be furnished without delaying the work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **Steel bars, plates and shapes.--**

Steel bars, plates and shapes shall conform to ASTM Designation: A 36/A 36M or A 572/A 572M, Grade 50 [345].

#### **Steel tubing.--**

Steel tubing shall conform to ASTM Designation: A 500, Grade B, or A 501.

#### **Inorganic zinc primer.--**

Inorganic zinc primer shall be a waterborne inorganic zinc primer conforming to the requirements of AASHTO Designation: M 300-92 I, Type II. Inorganic zinc primer shall be listed on the qualified products list which may be obtained from the Transportation Laboratory, (916) 227-7000.

#### **Mortar.--**

Mortar shall consist of one part cement, measured by volume, to 2 parts clean sand and only enough water to permit placing and packing.

### **FABRICATION.--**

**Shop fabrication and assembly.--**Workmanship and finish shall be equal to the best general practice in modern shops.

Cuts shall not deviate more than 2 mm from the intended line. Roughness, notches or gouges shall be removed.

Finished members shall be true to line, shall have square corners and smooth bends and shall be free from twists, kinks, warps, dents and open joints.

Exposed edges and ends of metal shall be dressed smooth, with no sharp edges and with corners slightly rounded.

**Connections.--**Abutting surfaces at connections shall be clean.

Cutting and welding at the jobsite will not be allowed except as shown on the approved drawings or specifically approved by the Engineer.

**Holes for other work.--**Holes for securing other work to structural steel and passage of other work through steel framing members shall be as shown on the approved drawings.

Threaded nuts or specialty items for securing other work to steel members shall be as shown on the approved drawings.

Holes shall be cut, drilled or punched perpendicular to metal surfaces. Holes shall not be flame cut or enlarged by burning. Holes are to be drilled in bearing plates.

### **SHOP PAINTING.--**

**General.--**Structural steel members shall be painted.

**Surface preparation.--**Surfaces of structural steel to be painted shall be blast cleaned in accordance with Steel Structures Painting Council, SSPC-SP 6, "Commercial Blast Cleaning."

**Painting.--**Immediately after surface preparation, surfaces of structural steel shall receive an undercoat of red oxide primer designed for steel surfaces.

### **SOURCE QUALITY CONTROL.--**

Materials and fabrication procedures are subject to inspection and tests in mill, shop and field, conducted by the Engineer or a qualified inspection agency. The Contractor or fabricator shall provide access to the Engineer or testing agency to places where the structural steel work is being fabricated or produced so that the required inspection and testing can be accomplished. Such inspections and tests will not relieve the Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements. The testing agency may inspect the structural steel at the



plant before shipment; however, the Engineer reserves the right, at any time before final acceptance to reject the material that does not conform to the contract requirements.

### **PART 3.- EXECUTION**

#### **EXAMINATION.--**

Contractor shall verify elevations of concrete bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.

#### **PREPARATION.--**

Contractor shall provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

#### **ERECTION.--**

Structural steel shall be accurately assembled in their final position as shown on the plans and in true alignment with related and adjoining work before final fastening according to AISC's "Code of Standard Practice for Steel Buildings and Bridges".

All parts shall be supported adequately and at locations to provide a vibration free, rigid, and secure installation.

**Setting bases and bearing plates.--**Concrete surfaces shall be cleaned and roughened to improve bond. Bottom of base and bearing plates shall be clean.

Base plates and bearing plates for structural members shall be set on wedges or other adjusting devices.

Anchor bolts shall be wrench tightened after supported members have been positioned and plumbed.

Mortar shall be solidly packed between bearing surfaces and base or bearing plates to ensure that no voids remain. Exposed surfaces shall be finished and allowed to cure.

#### **FIELD PAINTING.--**

**Touch-up painting.--**After erection, the Contractor shall clean field welds, bolted connections, and abraded areas of shop paint and apply the same materials as applied for shop painting.

#### **QUALITY CONTROL.--**

**Testing and inspection.--**When additional inspection or non-destructive testing is required by the Engineer, the Contractor shall provide sufficient access facilities in the shop and at the jobsite to permit the Engineer or his agent to perform such inspection and testing.

The Contractor shall correct all deficiencies in the structural steel work which inspections and laboratory test reports have indicated to be not in compliance with these special provisions. Additional tests shall be performed by the Contractor at his expense to reconfirm any non-compliance of original work, and to show compliance of the corrected work.

### **5.02 BUILDING MISCELLANEOUS METAL**

#### **PART 1.- GENERAL**

**Scope.--**This work shall consist of fabricating, furnishing and installing building miscellaneous metal in accordance with the details shown on the plans and these special provisions.

Building miscellaneous metal shall consist of miscellaneous bars and shapes and all anchors, fastenings, hardware, accessories and other supplementary parts necessary to complete the work.

## **REFERENCES.--**

**Codes and standards.--**Welding of steel shall be in accordance with American Welding Society (AWS) D 1.1, "Structural Welding Code-Steel" and D 1.3, "Structural Welding Code-Sheet Steel."

## **SUBMITTALS.--**

**Product data.--**Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications.

**Shop drawings.--**Shop drawings of fabricated items shall be submitted for approval.

## **QUALITY ASSURANCE.--**

**Shop assembly.--**Preassemble items in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark all units for reassembly and installation.

**Inspection and tests.--**Materials and fabrication procedures shall be subject to inspection and tests by the Engineer, in mill, shop and field. Such tests will not relieve the Contractor of responsibility of providing materials and fabrication procedures in compliance with specified requirements.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **Steel bars, plates and hot-rolled shapes.--**

Steel bars, plates and hot-rolled shapes shall conform to ASTM Designation: A 36/A 36M.

#### **Fittings.--**

Brackets, bolt, threaded studs, nuts, washers, and other fittings for railings and handrailings shall be commercial quality pipe and fittings.

#### **Expansion anchors.--**

Expansion anchors shall be ICBO approved for the purpose intended, integral stud type anchor or internally threaded type with independent stud, hex nut and washer.

#### **Powder driven anchors.--**

Powder driven anchors shall be plated, spring steel alloy drive pin or threaded stud type anchors for use in concrete or steel. Spring steel shall conform to ASTM Designation: A 227M, Class 1. The diameter, length and type of shank and the number and type of washer shall be as recommended by the manufacturer for the types and thickness of material being anchored or fastened.

#### **Mortar.--**

Mortar shall consist of one part cement, measured by volume, to 2 parts clean sand and only enough water to permit placing and packing.

## **FABRICATION.--**

**Workmanship and finish.--**Workmanship and finish shall be equal to the best general practice in modern shops.

Miscellaneous metal shall be clean and free from loose mill scale, flake rust and rust pitting, and shall be well formed and finished to shape and size with sharp lines and angles. Bends from shearing or punching shall be straightened.

The thickness of metal and details of assembly and support shall give ample strength and stiffness.

Built-up parts shall be true to line and without sharp bends, twists and kinks. Exposed ends and edges of metal shall be milled or ground smooth, with corners slightly rounded.

Joints exposed to the weather shall be made up to exclude water.

**Galvanizing.**--Items indicated on the plans to be galvanized shall be hot-dip galvanized after fabrication. The weight of galvanized coating shall be at least 460 grams per square meter of surface area, except drainage grates shall have at least 610 grams per square meter of surface area.

**Painting.**--Building miscellaneous metal items not galvanized shall be cleaned and prime painted prior to erection in accordance with the requirements specified for steel and other ferrous metals under "Painting" in Division 9, "Finishes," of these special provisions.

### **PART 3.- EXECUTION**

#### **GENERAL.--**

**Anchorage.**--Anchorage devices and fasteners shall be provided for securing miscellaneous metal in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.

Cutting, drilling and fitting shall be performed as required for installation of miscellaneous metal fabrications. Work is to set accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

**Powder driven anchors.**--Powder driven anchors shall be installed with low velocity powder actuated equipment in accordance with the manufacturer's instructions and State and Federal OSHA regulations.

#### **DAMAGED SURFACES.--**

**General.**--Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the clean areas shall be painted with 2 applications of unthinned zinc-rich primer (organic vehicle type). Aerosol cans shall not be used.

### **5.03 METAL FRAMING**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.**--This work shall consist of furnishing and installing cold formed metal framing for structural framing and non-load bearing partitions in accordance with the details shown on the plans and these special provisions.

Work shall include steel studs, tracks, joists, rafters, bracing, blocking, and accessories necessary for a complete installation.

##### **REFERENCES.--**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only:

#### **AMERICAN IRON AND STEEL INSTITUTE (AISI)**

AISI Cold-Formed Spec (1996): Specification & Commentary for the Design of Cold-Formed Steel Structural Members (Part V of the Cold-Formed Steel Design Manual).

## **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM A 123/A 123M (1997ae1): Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A 153/A 153M (1998): Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

ASTM A 370 (1997a): Mechanical Testing of Steel Products.

ASTM A 653/A 653M (1999): Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

## **SUBMITTALS.--**

**Product data.--**Manufacturer's product descriptive data and installation instructions for each item of cold-formed metal framing and accessories shall be submitted for approval.

**Shop drawings.--**Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing, fabrication; and fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

**Welding Certificates.--**Copies of certificates for welding procedures and personnel shall be submitted for approval.

## **QUALITY ASSURANCE.--**

**Certificates of Compliance.--**Certificate of Compliance shall be furnished for cold formed steel products in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

**Installer Qualifications.--**An experienced installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this project and whose work has resulted in construction with a record of in-service performance.

**Welding.--**The Contractor shall provide quality procedures and personnel according to AWS D1.1, "Structural Welding Code—Steel", and AWS D1.3, "Structural Welding Code—Sheet Steel".

## **DELIVERY, STORAGE AND HANDLING.--**

**General.--**Cold formed metal framing components shall be protected from rusting and damage. Components shall be delivered to the job site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Components shall be stored off ground in a dry ventilated space.

## **PART 2.- PRODUCTS**

### **STEEL STUDS, JOISTS, TRACKS, BRACING, BLOCKING, AND ACCESSORIES.--**

**Framing.--**components shall conform with ASTM Designation: C 955 and the following:

**Studs, joists and tracks.--**Material shall be corrosion-resistant steel complying with ASTM Designation: A 653/A 653M, Grade 33 [230] for 18 and 20 gage and Grade 50 [344] for 14 and 16 gage. Coating shall be G 60 minimum zinc coating.

**Accessories.--**Fabricate steel-framing accessories of the same material and finish used for framing members, with a yield strength of 344 Mpa. Provide accessories of manufacture's standard thickness and configuration, unless otherwise indicated, as follows:

Supplementary framing.  
Bracing and solid blocking.

Web stiffeners.  
End clips.  
Foundation clips.  
Stud kickers, knee braces, and girts.  
Joist hangers and end closures.  
Hole reinforcing plates.  
Backer plates.

#### **Markings.--**

Studs and track shall have product markings on the web of the section. The markings shall be repeated throughout the length of the member at a maximum spacing of 1200 mm on center and shall be legible and easily read. The product marking shall include manufacture's identification, minimum delivered uncoated steel thickness, protective coating designator, and minimum yield strength.

#### **Fasteners.--**

Screws for steel-to-steel connections shall be self-drilling self-tapping in compliance with SAE J 78 of the type, size, and location as shown on the drawings. Electroplated screws shall have a Type II coating in accordance with ASTM Designation: B 633. Screws shall be hot-dipped galvanized in accordance with ASTM Designation: A 123/A 123M or ASTM A 153/A 153M. Screw penetration through joined materials shall not be less than three exposed threads. Screws covered by sheathing materials shall have low profile heads.

#### **Anchors.--**

Anchors shall be ICBO approved for the purpose intended, integral stud type, powder driven or drilled expansion bolts as shown on the plans.

#### **Welds.--**

All welding shall be performed in accordance with AWS D1.3, as modified by AISC Cold-Formed specifications. All welders, welding operations, and welding procedures shall be qualified according to AWS D1.3. All welds shall be cleaned and coated with rust inhibitive galvanizing paint.

#### **FABRICATION.--**

**General.--**Cold formed metal framing components shall be fabricated in place or prefabricated into panels to the maximum extent possible prior to erection. Panels shall be fabricated plumb, square, true to line and braced against racking with joints welded. Lifting of prefabricated panels shall be performed in a manner to prevent damage or distortion.

Panels shall be fabricated in jig or templates to hold members in proper alignment and position to assure accurate placement.

### **PART 3.- EXECUTION**

#### **INSTALLATION.--**

**Studs.--**Studs shall be erected plumb, except as needed for diagonal bracing or similar requirements. Channel tracks shall be aligned accurately to the wall layout at both floor and ceiling. Tracks shall be secured to floor and ceiling with fasteners spaced at not more than 406 mm intervals. Fasteners shall be provided at corners and ends of track.

Studs shall extend from floor to underside of ceiling except at wall openings. Each stud shall be secured to tracks at both top and bottom by bolting or screw fastening at both inside and outside flanges. Field welding shall not be permitted. A 12 mm clearance shall be provided at the top shoes. Door openings shall have double studs continuous across head and from floor to ceiling on each jamb.

Studs at openings shall be fastened solidly and securely to floor clips. Floor clips shall be fastened to the floor with 2 anchors unless otherwise shown on the plans.

Supplemental framing, blocking and bracing shall be installed in steel stud system wherever walls or partitions are to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition.

One continuous, horizontal 19 mm channel reinforcement shall be placed approximately 152 mm above all wall openings. The reinforcement shall pass through the web openings in the studs and shall extend through the first stud located beyond the double studs at either side of the opening and shall be saddle tied to each stud it passes through.

**Joists and rafters.--**Joists and rafters shall be installed directly over bearing studs or a load distribution member shall be installed at the top track.

Web stiffeners shall be provided at reaction points where shown on the plans.

Ends of joists shall be reinforced with end clips, steel hangers, steel angle clips, steel stud section, or as otherwise recommended by the manufacturer.

Joists shall be secured to interior support systems to prevent lateral movement of bottom flanges.

## **DIVISION 6. WOOD AND PLASTICS**

### **6.01 CARPENTRY**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing materials and performing carpentry work including sheathing in accordance with the details shown on the plans and these special provisions.

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed.

##### **SUBMITTALS.--**

##### **DELIVERY, HANDLING AND STORAGE.--**

Materials shall be kept under cover and dry. All materials shall be protected from exposure to weather and contact with damp or wet surfaces with blocking and stickers. All lumber, plywood and other panels shall be stacked in such a manner to provide air circulation within and around the stacks.

##### **GRADING AND MARKING.--**

###### **Lumber.--**

Each piece of framing and board lumber or each bundle of small pieces of lumber shall be stamped with the grade mark of a recognized association or independent inspection agency. Such association or agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.

###### **Plywood.--**

Each sheet shall be stamped with the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood by species group or span rating, exposure durability classification, grade, and compliance with PS-1.

##### **SIZES AND SURFACING.--**

PS-20 for dressed sizes of yard and structural lumber. Lumber shall be surfaced four sides. Size references, unless otherwise specified, are nominal sizes, and actual sizes shall be within manufacturing tolerances allowed by the standard under which the product is produced

##### **MOISTURE CONTENT.--**

Maximum moisture content of wood products shall be as follows at the time of delivery to the job site:

Framing lumber and boards - 19 percent maximum stamped "S Dry".

Materials other than lumber - Moisture content shall be in accordance with standard under which the product is produced.

## **PART 2.- PRODUCTS**

### **DIMENSION LUMBER.--**

Except as otherwise shown on the plans, lumber shall have the following grades.

#### **Miscellaneous lumber.--**

Miscellaneous lumber for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members shall be not less than No. 2 or better.

Lumber in contact with concrete or masonry construction shall be pressure treated Douglas Fir-Larch.

### **PLYWOOD PANELS.--**

Plywood panels shall be Group 1 unless otherwise noted.

Each plywood panel shall be factory marked with APA or other trademark evidencing compliance with grade requirements.

#### **Structural plywood wall sheathing.--**

Structural plywood wall sheathing for walls shall be APA RATED SHEATHING, Exposure 1. Thickness and grade shall be as shown on the plans.

#### **Structural plywood roof sheathing.--**

Structure plywood roof sheathing shall be APA RATED SHEATHING, Exposure 1. Span rating, thickness and grade shall be as shown on the plans.

### **MISCELLANEOUS MATERIALS.--**

#### **Rough Carpentry Hardware.--**

Nails, screws, bolts, nuts, washers shall be commercial quality. Exposed fasteners shall be hot dipped galvanized or stainless steel.

#### **Fasteners.--**

Fasteners shall be as indicated on the plans.

#### **Adhesive.--**

Adhesive for plywood glue-nailed systems shall conform to APA Specification: AFG-01.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**Wood framing.--**Wood framing, where necessary, shall be in accordance with Chapter 23 of the California Building Code.

Wood framing shall be accurately cut and assembled to provide closely fitted members. Framing shall be erected true to the lines and grades shown on the plans and shall be rigidly secured in place as shown and as required by recognized standards. Bracing shall be placed wherever necessary to support all loads on the structure during erection.

**Plywood panels.--**Plywood panels shall be attached to the framing as shown on the plans and these special provisions. All structural plywood sheathing (both roof and wall) shall be fastened as indicated on the plans.

Plywood sheathing shall be fastened to the framing system and shall be continuous over 2 or more supports. Roof and floor panels shall be installed with the long dimension across the supports, with end joints staggered 1.22 m. Wall sheathing shall have all edges blocked. Spacing between panels shall be 3 mm.

## **6.02 CABINETS**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing a swinging gate, wood cabinets and plastic laminate tops, splashes and returns as shown on the plans and in these special provisions.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's product data for plastic laminates and cabinet hardware shall be submitted for approval.

**Samples.--**Three samples shall be submitted for each of the items shown below:

Lumber with or for transparent finish: 152 mm x 19 mm x 457 mm, finished on one side and one edge.

Plastic laminate, 203 mm x 254 mm for each type, color, pattern and surface finish.

**Shop drawings.--**Shop drawings for cabinets showing location of cabinets, dimensioned plans and elevations, attachment devices and other components shall be submitted for approval. Shop drawings shall bear the "WIC Certified Compliance Label," on the first sheet of the drawings.

#### **QUALITY ASSURANCE.--**

**Codes and standards.--**Cabinets and swinging gate shall be manufactured and installed in accordance with the Manual of Millwork of the Woodwork Institute of California (WIC) requirements for custom grade.

**Certificates of Compliance.--**Prior to delivery to the jobsite, the cabinet manufacturer shall issue a WIC Certified Compliance Certificate indicating that the products he will furnish for this job and certifying that they will fully meet all the requirements of the grade or grades specified.

WIC Certified Compliance Label shall be stamped on all cabinet work and swinging gate.

Each plastic laminate top shall bear the WIC Certified Compliance Label.

Prior to completion of the contract, a WIC Certified Compliance Certificate for installation shall be delivered to the Engineer.

#### **DELIVERY, STORAGE AND HANDLING.--**

**Protection.--**Cabinets shall be protected during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

### **PART 2.- PRODUCTS**

#### **ACCEPTABLE MANUFACTURERS.--**

**Manufacturers.--**Subject to compliance with these specifications, high pressure decorative laminates shall be Consoweld Corp.; Formica Corp.; Nevamar Corp.; or equal.

#### **MANUFACTURED UNITS.--**

**General.--**Cabinets shall be fabricated to the dimensions, profiles, and details shown on the plans with openings and mortises precut, where possible to receive hardware and other items and work.



Fabrication, assembly, finishing, hardware application, and other work shall be completed to the maximum extent possible prior to shipment to the jobsite.

**Laminate clad cabinets.--**

Laminate clad cabinets shall be custom grade, flush overlay construction.

Laminate cladding shall be high pressure decorative laminate complying with NEMA LD 3. Color, pattern and finish shall be as shown on the plans. Laminate surface and grade shall be as follows:

Horizontal and vertical surfaces other than tops shall conform to GP-50 (1.27 mm nominal thickness).

Postformed surfaces shall conform to PF-42 (1.07 mm nominal thickness).

**Laminated counter tops and splashes.--**

Laminated counter tops and splashes shall be WIC custom grade.

Surface material shall be high pressure laminated plastic conforming to NEMA LD-3, 1.27 mm thickness.

Unless otherwise shown on the plans, splashes shall be 102 mm high from the surface of the deck. Splashes shall be top set.

The underside of tops and backsides of splashes shall be covered with an approved backing sheet.

**Swing gate.--**

Swing gate shall conform to the requirements for WIC "Custom" grade, solid core wood door. Faces shall be paint grade hardwood veneer.

**CABINET HARDWARE AND ACCESSORY MATERIALS.--**

**General.--**Cabinet hardware and accessory materials shall be provided for cabinets. Hardware shall be provided with standard BHMA 626 metal plated finish (chrome).

**Drawer slides.--**

Drawer slides shall be side mounting full extension with fully enclosed rolling balls and rollers. Concealed slides and bearings, and positive stop. Capacity shall be not less than 35 kg, except capacity shall be not less than 45 kg for heavy duty drawers.

**Door guides.--**

Sliding door guides shall be continuous, dual channel, metal guides, top and bottom. Bottom guide shall have crowned track.

**Shelf supports.--**

Shelf supports shall be adjustable, semi-recessed, chrome finished pressed metal, heavy duty standards and support clip, with one inch adjustment increments.

**Cabinet hinges.--**

Cabinet hinges shall be steel. Length of jamb leaf shall be 64 mm. The type of hinge shall be as shown on the plans.

Cabinet hinge manufacturers shall be Stanley, Hager, McKinney, or equal.

**Cabinet catches.--**

Cabinet catches shall be self aligning magnetic type in aluminum case with zinc plated steel strike.

Cabinet catch manufacturers shall be Stanley, Hager, McKinney, or equal.

**Cabinet pulls.--**

Cabinet pulls shall be 8 mm diameter rod, with 33 mm projection and 75 mm center to center fastening.

Cabinet pull manufacturers shall be Stanley, Hager, McKinney, or equal.

**Swing gate hardware.--**

Swing gate hardware shall consist of spring pivot, bolt type latch, and wall bumper.

Spring pivot shall be mortise ball bearing pivot with adjustable spring tension and flat jamb gate brackets.

Wall bumper shall be not less than 64 mm in diameter with a 25 mm projection.

**FABRICATION.--**

**Shop assembly.--**Nails shall be countersunk and the holes filled, molds shall be neatly mitered and all joints shall be tight and true.

As far as practicable, work shall be assembled at the mill and delivered to the building ready to be set in place. Parts shall be smoothly dressed and interior work shall be belt sanded at the mill and hand sanded at the building. After assembly, work shall be cleaned and made ready for the specified finish.

All work shall be prepared to receive finish hardware. Finish hardware shall be accurately fitted and securely fastened as recommended by the manufacturer. Finish hardware shall not be fastened with adhesives.

Drawers shall be fitted with dust covers of 6 mm plywood or hardboard above compartments and drawers except where located directly under tops.

**Precut openings.--**Openings for hardware, appliances, plumbing fixtures, and similar items shall be precut where possible. Openings shall be accurately located and templates used for proper size and shape. Edges of cutouts shall be smoothed and edges sealed with a water-resistant coating.

**PART 3.- EXECUTION****INSTALLATION.--**

**Cabinets.--**Cabinets shall be installed without distortion so that doors and drawers fit openings properly and are accurately aligned. Hardware shall be adjusted to center doors and drawers in openings and to provide unencumbered operation. Installation of hardware and accessory items shall be completed as indicated on the approved drawings.

**Laminate tops.--**Laminate tops shall be securely fastened to base units and other support systems as indicated on the approved drawings.

**Cabinet hardware.--**Doors for cabinets shall be equipped with one pair of hinges and one catch per leaf, unless otherwise shown on the plans. Each door leaf shall be equipped with one-pull.

Drawers up to 610 mm wide shall have one pull and drawers over 610 mm wide shall have two pulls.

**DIVISION 7. THERMAL AND MOISTURE PROTECTION****7.01 INSULATION (GENERAL)****PART 1.- GENERAL****SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing insulation in accordance with the details shown on the plans and these special provisions.

## **SUBMITTALS.--**

**Product data.--**A list of materials, manufacturer's descriptive data, location schedule, and time schedule shall be submitted for approval.

The list of materials to be used shall include the trade name, manufacturer's name, smoke developed and flame spread classification, resistance rating and thickness for the insulation materials and accessories.

**Schedules.--**A location schedule and time schedule shall be submitted for approval.

The Contractor shall provide the Engineer at the jobsite with an accurate time schedule of the areas of the building to be insulated each day. The time schedule shall be submitted 3 working days in advance of the work.

**Samples.--**Samples of insulation material shall be submitted to the Engineer at the jobsite.

## **QUALITY ASSURANCE.--**

**Codes and standards.--**All insulating materials shall be certified to comply with the California Quality Standards for Insulating Materials and shall be listed in the Department of Consumer Affairs publication "Consumer Guide and Directory of Certified Insulation Material."

## **DELIVERY, STORAGE AND HANDLING.--**

**General.--**Insulating materials shall be delivered to the jobsite and stored in a safe dry location with labels intact and legible.

Insulating materials shall be protected from physical damage and from becoming wet or soiled.

In the event of damage, materials shall be repaired or replaced as necessary to comply with these specifications.

### **PART 2.- PRODUCTS (Not applicable.)**

### **PART 3.- EXECUTION (Not applicable.)**

## **7.01A BATT AND BLANKET INSULATION**

### **PART 1.- GENERAL**

## **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing batt or blanket insulation in accordance with the details shown on the plans and these special provisions.

## **QUALITY ASSURANCE.--**

**Laminator's qualifications.--**Laminator for bonding polyethylene vapor-retarder to insulating batts shall be approved by the insulation manufacturer.

The name of the laminator shall be submitted with the Product Data.

**Codes and standards.--**All batt or blanket insulation, including facings such as vapor barriers, shall have a flame-spread rating not to exceed 25 and a smoke density not to exceed 450 when tested in accordance with CBC Standard No. 8-1.

The flame-spread and smoke density limitations do not apply to facings on batt insulation installed between ceiling joists, or in roof-ceiling or wall cavities, provided the facing is installed in substantial contact with the surface of the ceiling or wall finish.

## **PART 2.- PRODUCTS**

### **INSULATING MATERIALS.--**

#### **Wall insulation.--**

Wall insulation shall be R-2.3 K• m<sup>2</sup>/W fiberglass batts with paper-laminate vapor-retarder membrane on one face. Insulation shall conform to ASTM Designation: C 665, Type II, Class C.

#### **Ceiling insulation.--**

Ceiling insulation shall be R-5.3 K• m<sup>2</sup>/W fiberglass batts with paper-laminate vapor-retarder membrane on one face. Insulation shall conform to ASTM Designation: C 665, Type II, Class C.

#### **Acoustical insulation.--**

Acoustical insulation shall be 89 mm, unfaced fiberglass insulation batts. Insulation shall conform to ASTM Designation: C 665, Type I.

### **VAPOR-RETARDERS.--**

#### **Polyethylene vapor-retarder.--**

Polyethylene vapor-retarder shall be factory-applied, 0.076 mm, white polyethylene film, a blend of fiberglass and polyester yarn reinforcement, and metallized polyester film laminated with a flame resistant adhesive, and a Class I flame-spread classification.

### **AUXILIARY INSULATION MATERIALS.--**

#### **Insulation tape.--**

Insulation tape shall be as recommended by the insulation manufacturer.

#### **Insulation adhesive.--**

Insulation adhesive shall be the type recommended by the insulation manufacturer and complying with the requirements for fire resistance.

### **FABRICATION--**

**General.--**Polyethylene shall be factory laminated to fiberglass batts or blankets by an applicator approved by the manufacturer of the batts or blankets.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**The vapor retarder on faced batts shall be toward the interior and shall be fastened to provide a sealed retarder. Punctures and holes in the retarder shall be repaired.

Unless otherwise shown on the plans or specified elsewhere in these special provisions, insulation shall be kept 75 mm to 100 mm clear of lighting fixtures and heat producing electrical appliances and equipment.

**Installing batt type insulation.--**Insulation batts shall be installed to completely fill the space between framing members. Apply a single layer of insulation of required thickness, unless otherwise shown on the plans or required to make up total thickness. Installation shall conform to the manufacturer's recommendations and these special provisions.

Overlapping joints shall be sealed with insulation adhesives as recommended by vapor retarder manufacturer's printed directions. Butt joints and fastener penetrations shall be sealed with insulation tape of the type recommended by the vapor retarder manufacturer. Joints at pipes, conduits, electrical boxes and similar items penetrating the vapor retarder shall be sealed.

## 7.02 METAL ROOFING

### PART 1.- GENERAL

#### SUMMARY.--

**Scope.--**This work shall consist of furnishing and installing preformed metal roofing in accordance with the details shown on the plans and these special provisions.

Metal roofing system shall consist of underlayment, prefinished metal roof panels concealed fasteners, sealants, and other accessories and components, not mentioned, which are required for a complete, securely fastened and weathertight installation.

#### SYSTEM DESCRIPTION.--

**Design Requirements.--**The roofing system shall conform to the wind design requirements for uplift in Chapter 16 of the Uniform Building Code for the wind speed and exposure shown on the plans.

#### SUBMITTALS.--

**Product Data.--**Manufacturer's technical product data, installation instructions, and recommendations for each type of roofing material shall be submitted for approval.

Product data shall include the manufacturer's name and a complete material description of all components of the metal roofing system.

**Samples.--**Material samples shall include a 305 mm x 305 mm sample of the roofing panel for each color to be installed and a sample of each anchor clip and fastening device.

**Shop Drawings.--**Shop drawings showing the layout and details of the metal roofing shall be submitted for approval.

Shop drawings shall show the shape, size, thickness, and method of attachment for each component used in the work; the layout and spacing of fasteners; details of connections and closures; and details for expansion joints and weathertight joints.

Design calculations for the fastening system with the substrate shown on the plans shall be submitted to verify compliance with the design requirements.

Shop drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown. The Engineer's signature shall be original.

#### QUALITY ASSURANCE.--

**Certificates of Compliance.--**Certificates of compliance shall be furnished for the metal roofing system in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

#### DELIVERY, HANDLING AND STORAGE.--

**Delivery and handling.--**Panels shall be protected against damage and discoloration.

**Storage.--**Panels shall be stored above ground, with one end elevated for drainage and protected against standing water and condensation between adjacent surfaces.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **SHEET MATERIAL.--**

##### **Base metal.--**

Base metal shall be cold formed, 0.71 mm (24-gage), galvanized sheet steel conforming to ASTM Designation: A 653/A 653M, Grade 33 [230] with G90 [Z275] coating, except where a higher strength is required for performance, extra smooth; or cold formed aluminum-zinc alloy-coated, commercial quality, sheet steel conforming to ASTM Designation: A 792/A 792M, Grade 40 [275] with AZ55 [AZM 165], coating extra smooth.

##### **Configuration.--**

Metal roofing system shall be a standing seam system with standing rib a minimum of 45 mm high and spaced not less than 305 mm nor more than 460 mm on center.

#### **METAL FINISHES.--**

**General--**Coatings shall be applied before or after forming and fabricating panels, as required for maximum coating performance capability.

Colors or color matches shall be as shown on the plans or, if not otherwise shown, shall be as selected by the Architect from the manufacturer's standard color palette.

##### **Fluoropolymer coating.--**

Finish shall be the manufacturer's standard Kynar coating with a baked on primer (0.005 mm) and a finish coat of 0.02 mm nominal for a total dry film thickness of approximately 0.025 mm nominal.

Interior finish shall consist of a 0.004 mm epoxy primer and a backer coat.

#### **MISCELLANEOUS METAL SHAPES.--**

##### **Flashings.--**

Flashings shall be formed from the same material, gage and in the same finish as the roofing panels.

##### **Perforated soffit.--**

Perforated soffit shall be formed from the same material, gage and in the same finish as the roof panels.

#### **MISCELLANEOUS MATERIALS--**

##### **Fastener clips.--**

Fastener clips shall be noncorrosive ferrous metal fasteners as recommended by the metal roofing system manufacturer to resist the design loads.

##### **Fasteners.--**

Fasteners shall be as recommended by the metal roofing system manufacturer. Sheet metal screws shall not be used except to fasten trim and flashings.

##### **Underlayment.--**

**Self-Adhering, Polyethylene-Faced Sheet.--**ASTM Designation: D 1970, 1.0 mm thick minimum, consisting of slip-resisting polyethylene-film reinforcing and top surface laminated to SBS-modified asphalt adhesive, with release-paper backing; cold applied.

Available Products:

Grace, W. R. & Co.; Grace Ice and Water Shield.  
Johns Manville International, Inc.; Roof Defender.  
Owens Corning; Weather Lock.

**Sealant and sealant tape.--**

Sealant and sealant tape shall be as recommended by the roofing manufacturer.

**Closures.--**

Closures shall be rubber, neoprene, closed cell plastic or prefinished metal.

**FABRICATION.--**

**General.--**Unless otherwise shown on the plans, or specified herein, roof panels shall be fabricated in continuous lengths for the length of the roof, from ridge or peak to eave, except such length shall not exceed the manufacturer's maximum production length. Flashings shall be fabricated in the longest practical lengths.

Roofing panels shall be factory formed. Field formed panels are not acceptable.

**PART 3.- EXECUTION.--**

**INSTALLATION.--**

**Underlayment.--**The roof and fascia panels shall be installed over underlayment. Underlayment shall be laid parallel to the eaves, shingle fashion with 152 mm edge laps and 305 mm end laps and shall be fastened as recommended by the metal roofing system manufacturer.

**Roof panels.--**The roof system shall be installed and fastened in accordance with the details shown on the plans and the approved shop drawings. Cutting and fitting shall present a neat and true appearance with exposed burrs removed. Openings through roof panels shall be cut square and shall be reinforced as recommended by the metal roofing system manufacturer.

Roof panels shall be adjusted in place and properly aligned for the detailed conditions before fastening. Panels shall not be warped, bowed or twisted. The surface finish on the panels shall not be cracked, blemished or otherwise damaged.

Gaskets, joint fillers, sealants and sealing tape shall be installed where indicated on the approved drawings or as required for weatherproof performance of panel systems.

Fasteners shall not be driven through roof panels or batten covers.

**Miscellaneous metal shapes.--**Trim, fascia, flashings and other prefinished metal work shall be positioned to the correct alignment for each detailed condition. Metal work shall be securely attached to backing using fasteners at the spacing shown on approved shop drawings.

Roof panels, trim, and other prefinished metal that are marred, punctured, incorrectly bent, or incorrectly installed will be considered damaged and shall be replaced with undamaged units.

The metal roofing system shall be installed weathertight. Closures shall be tight fitting and shall be provided at the ends of panels, at the boundary of the roof, and as indicated on the approved shop drawings.

**CLEAN UP AND CLOSE OUT.--**

**Clean up.--**Adjacent surfaces shall be protected during the roofing system installation and sealant work. Excess sealant shall be removed as the installation progresses.

Roof panels, molding, trim, and other prefinished metal surfaces shall be cleaned after installation as recommended by the manufacturer. Exposed cuts shall be touched-up with a matching durable primer and paint as recommended by the metal roofing system manufacturer.

**Touch up.--**Damaged paint surfaces shall be touched up by using an air dry touch up paint supplied by the metal roofing system manufacturer. Only a small brush shall be used for touching up. No spraying of touch up paint is to be performed.

**Damaged units.**--Panels and other components of the work which have been damaged or have deteriorated beyond successful repair shall be removed and replaced.

## **7.03 METAL SIDING**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.**--This work shall consist of furnishing and installing manufactured metal siding system, in accordance with the details shown on the plans and these special provisions.

#### **DEFINITIONS.--**

**Siding system.**--The composite assembly of all components of the wall panel system; including flashings, fasteners, accessories, sealants, and transitions at wall penetrating elements; necessary for a watertight installation.

#### **PERFORMANCE REQUIREMENTS.--**

**Wind load.**--The siding system shall conform to the wind design requirements for outward and inward pressures in accordance with Chapter 16 of the Uniform Building Code for the wind speed and exposure shown on the plans.

**Weathering Test.**--Sample of finished-coated sheet shall withstand weathering test for minimum of 2,000 hours in accordance with ASTM Designation: G 23 or ASTM G 26 without cracking, peeling, blistering, loss of adhesion of finish coating system or corrosion of base metal. Finish coating system that can be readily removed from base metal with penknife blade or similar instrument shall be considered to indicate loss of adhesion.

#### **SUBMITTALS.--**

**Product Data.**--Descriptive literature, catalog cuts, technical data sheets, and finishes for the siding system shall be submitted for approval.

**Samples.**--Material samples shall include a 305 mm x 305 mm sample of siding panels for each color to be installed and a sample of each anchor clip and fastening device. Colors or color matches shall be as shown on the plans or, if not otherwise shown, shall be as selected by the Engineer from the manufacturer's standard color palette.

A sample of each type of snow guard shall be submitted for approval.

**Shop Drawings.**--Shop drawings showing the layout and details of the siding system shall be submitted for approval.

Shop drawings shall include the shape, size, thickness, and method of attachment for each component used in the work; the layout and spacing of fasteners; details of connections and closures; and details for expansion joints and weather tight joints.

Design calculations for the fastening system of the wall panels with the substrate shown on the plans shall be submitted to verify compliance with the performance requirements.

Shop drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown. The Engineer's signature shall be original.

**Test Reports.**--Test reports indicating that the metal finish system meets the specified performance requirements shall be submitted for approval.

#### **QUALITY ASSURANCE.--**

**Certificates of Compliance.**--Certificates of compliance shall be furnished for the metal siding system in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.



**Installer qualifications.--**The siding system installer shall be factory-trained and approved by the metal siding system manufacturer to install the system.

## **DELIVERY, HANDLING AND STORAGE.--**

Contractor shall carefully deliver, store, and handle panels and other manufactured products. Stacked materials shall be stored on site on platforms or pallets, and cover with tarpaulins or other weathertight covering. Do not use plastic which may cause sweating or condensation. Panels shall be stored so that water which may have accumulated during transit or storage, drains off. Do not store panels in contact with materials that might cause staining. Contractor shall inspect panels upon arrival at jobsite; if wet, remove moisture, and restack and protect panels until used.

## **PROJECT CONDITIONS.--**

**Weather Limitations.--**Installation shall proceed only when existing and forecasted weather conditions permit assembly of metal siding system to be performed according to manufacturers' written instructions and warranty requirements.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **SHEET MATERIALS.--**

##### **Base metal.--**

Base metal shall be cold formed, 0.71 mm (24-gage), galvanized sheet steel conforming to ASTM Designation: A 653/A 653M, Grade 33 [230] with G90 [Z275] coating, except where a higher strength is required for performance, extra smooth; or cold formed aluminum-zinc alloy-coated, commercial quality, sheet steel conforming to ASTM Designation: A 792/A 792M, Grade 40 [275] with G90 [Z275] coating, extra smooth shall be used.

##### **Finish system.--**

Finish shall be a fluoropolymer coating (manufacturer's standard Kynar coating) with a baked on primer (0.005 mm) and a finish coat of 0.02 mm nominal for a total dry film thickness of approximately 0.025 mm nominal. Interior finish shall consist of a 0.004 mm epoxy primer and a backer coat. Coatings shall be applied before or after forming and fabricating panels, as required for maximum coating performance capability.

##### **Configuration.--**

**General.--**Metal siding system shall be factory-formed metal wall panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps.

**Flush-Profile.--**Panels shall be concealed-fastener metal wall panels formed with vertical panel edges and flat pan between panel edges; with flush joint between panels. Panel width shall be 406 mm.

### **ACCESSORIES.--**

**General.--**Contractor shall provide sheet metal flashings, trim moldings, closure strips, caps, and other preformed metal panel accessories, of same material and finish as panels, except accessories that are concealed after installation, and are aluminum or zinc-coated steel may be provided unfinished. Provide metal thickness not less than that of panels. Provide molded closure strips of closed-cell or solid-cell synthetic rubber, neoprene, or polyvinyl chloride premolded to match configurations of preformed metal panels.

##### **Perforated soffit.--**

Perforated soffit shall be formed from the same material, gage and in the same finish as the metal sheathing panels.

## **FASTENERS.--**

**General.--**Contractor shall provide fasteners for attaching panels to substrate and to adjoining panels as approved and in accordance with printed manufacturer's recommendations. Unless specified otherwise, fasteners shall be any of the following: self-tapping screws, bolts and nuts and self-locking rivets, self-locking bolts, end-welded studs, bolted or riveted studs, and stem rivets held by aluminum straps. Provide fastening system to withstand design loads indicated. Fasteners shall be series 305 stainless steel, cadmium plated steel, or zinc cast-head for steel panels. Fasteners, except those having integral hexagonal washer heads and those having aluminum drive caps, shall have composite metal and neoprene washers. Provide fasteners having hexagonal washer heads and fasteners having aluminum drive caps with polychloroprene washers.

## **MISCELLANEOUS MATERIALS.--**

### **Underlayment.--**

Underlayment shall be as recommended by the metal panel system manufacturer, but not less than 15-pound minimum asphalt impregnated fiber glass mat roofing felt.

### **Sealant and sealant tape.--**

Sealant and sealant tape shall be as recommended by the panel system manufacturer.

## **FABRICATION.--**

**General.--**Unless otherwise shown on the plans, or specified herein, siding panels shall be fabricated in continuous lengths for the height of the structure, from eaves to sill, except such length shall not exceed the manufacturer's maximum production length.

Flashings shall be fabricated in the longest practical lengths.

Siding panels shall be factory formed. Field formed panels are not acceptable.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**Underlayment.--**Underlayment shall be laid parallel to the eaves, shingle fashion with 152 mm edge laps and 305 mm end laps and shall be fastened as recommended by the manufacturer.

**Siding panels.--**The siding panels shall be installed and fastened in accordance with the details shown on the plans and the approved shop drawings. Cutting and fitting shall present a neat and true appearance with exposed burrs removed.

Metal panels shall be adjusted in place and properly aligned for the detailed conditions before fastening. Panels shall not be warped, bowed or twisted. The surface finish on the panels shall not be cracked, blemished or otherwise damaged.

**Accessories.--**Trim, flashings, and other prefinished metal work shall be positioned to the correct alignment for each detailed condition. Metal work shall be securely attached to substrate using fasteners at the spacing shown on approved shop drawings. Prefinished metal to be installed over concrete, masonry or plaster shall be back-coated with asphaltic paint as recommended by the manufacturer.

Metal panels, trim, and other prefinished metal that are marred, punctured, incorrectly bent, or incorrectly installed will be considered damaged and shall be replaced with undamaged units.

### **CLEAN UP AND CLOSE OUT.--**

**Clean up.--**Adjacent surfaces shall be protected during the siding system installation and sealant work. Excess sealant shall be removed as the installation progresses.

Panels, molding, trim, and other prefinished metal surfaces shall be cleaned after installation as recommended by the manufacturer. Exposed cuts shall be touched-up with a matching durable primer and paint as recommended by the manufacturer.

**Touch up.--**Damaged paint surfaces shall be touched up by using an air dry touch up paint supplied by the metal manufacturer. Only a small brush shall be used for touching up. No spraying of touch up paint is to be performed.

**Damaged units.--**Panels and other components of the work which have been damaged or have deteriorated beyond successful repair shall be removed and replaced.

## **7.04 SEALANTS AND CAULKING**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and applying sealants and caulking which are required for this project, but not specified elsewhere, in accordance with the details shown on the plans and these special provisions.

**Related work.--**Pourable polyurethane joint sealant shall conform to the requirements under "Joint Sealant" elsewhere in this Division 7.

#### **QUALITY ASSURANCE.--**

**Certificates of Compliance.--**Certificates of compliance shall be furnished for the sealants and caulking in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data and installation instructions for all sealants shall be submitted for approval.

**Samples.--**Color samples of all sealants shall be submitted for approval. Unless otherwise shown on the plans, colors will be selected by the Engineer from the manufacturer's standard colors.

### **PART 2.- PRODUCTS**

#### **MATERIALS.--**

**General.--**All sealants, primers and accessories shall be non-staining to adjacent exposed surfaces. Products having similar applications and usage shall be of the same type and same manufacturer. Gun consistency compound shall be used unless otherwise required by the job conditions.

#### **Acrylic sealant.--**

Acrylic sealant shall be one compound, solvent release acrylic sealant.

#### **Butyl sealant.--**

Butyl sealant shall be one component, skinning type.

#### **Silicone sealant.--**

Silicone sealant shall be one component, low modulus building sealant. Sealant shall be tack-free in one hour, shall not sag or flow, shall be ozone resistant and capable of 100 percent extension without failure.

#### **Joint sealant.--**

Joint sealant shall be a two-part, non sag polysulfide base, synthetic rubber sealant formulated from liquid polysulfide polymer.

**Backer rod.--**

Backer rod shall be round, open or closed cell polyurethane. Backer rod shall be sized such that it must be compressed between 25 and 75 percent of its uncompressed diameter during installation in the joint.

**Neoprene.--**

Neoprene shall conform to the requirements of ASTM Designation: C 542.

**PART 3.- EXECUTION****APPLICATION.--**

**General.--**Unless otherwise shown on the plans, sealants shall be applied in accordance with the manufacturer's instructions.

Silicone sealants shall not be used in locations where painting is required.

Butyl sealants shall not be used in exterior applications, and acrylic sealants shall not be used in interior applications.

Sealants shall be applied in a continuous operation for the full length of the joint. Immediately following the application of the sealant, the sealant shall be tooled smooth using a tool similar to that used to produce concave masonry joints. Following tooling, the sealant shall remain undisturbed for not less than 48 hours.

**DIVISION 8. DOORS AND WINDOWS****8.01 HINGED DOORS**

**GENERAL.--**This work shall consist of furnishing and installing hinged doors and frames in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, installation instructions for fire rated assemblies and a door schedule shall be submitted for approval. The door schedule shall include a description of the type, location and size of each door and frame.

**PRODUCTS.--****Wood door.--**

Wood door shall be Woodwork Institute of California (WIC) "Custom" grade flush, hollow or solid core wood doors as shown on the plans. Face shall be paint grade hardwood veneer except as otherwise shown on the plans. Doors shall bear the WIC quality grade mark or shall be accompanied by a Certificate of Compliance certifying compliance with the WIC quality specified herein. Certificates of Compliance shall be in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

**Metal door.--**

Metal door shall be flush, seamless steel door factory prepared and reinforced to receive hardware and having cold rolled stretcher leveled sheet steel face sheets not less than 1.2 mm thick (18-gage). Face sheets shall be bonded with thermosetting adhesive to rigid board honeycomb or precured foam core; or face sheets shall be welded to all parts of an assembled grid of cold formed pressed metal stiffeners and framing members located around edges, ends, openings and at all locations necessary to prevent buckling of face sheets. Provide insulated assemblies in locations shown on the plans. Seams shall be tack welded, filled and ground smooth. Bottom edge and internal stiffeners of grid type core shall have moisture vents. Welds on exposed surfaces shall be ground smooth. Louvered or glazed openings shall be provided where shown on the plans.

Active leaf of double door shall have a full height astragal of 3 mm flat bar or folded sheet strip, not less than 1.5 mm thick (16-gage), welded on the outside of the active leaf.

Door shall be cleaned and treated by the bonderized process or approved phosphatizing process and then given one factory application of metal protective rust inhibitive primer. Primer shall not contain lead type pigments.

**Glazing for doors.--**

Glazing for doors shall be safety glass as specified under "Glazing" in Division 8, "Doors and Windows," of these special provisions. Glazing shall be not less than 5 mm thick.

**Door louvers.--**

Door louvers shall be inverted V-type factory primed, galvanized sheet steel louvers. Exterior door louvers shall not be removable from outside of the building. Louvers at exterior doors shall have inside mounted bronze insect screens.

**Pressed metal frame.--**

Pressed metal frame shall be not less than 1.5 mm thick (16-gage) cold rolled steel conforming to ASTM Designation: A 366/A 366M or hot rolled, pickled and oiled steel conforming to ASTM Designation: A569/A 569M. Steel shall be free of scale, pitting, coilbreaks or other surface defects. Frames shall be fabricated with integral stop, mitered corners, face welded and ground smooth corners. Frames shall be reinforced for all hardware and shall be cleaned and treated by the bonderized process or an approved phosphatizing process and then given one factory application of metal protective rust inhibitive primer. Primer shall not contain lead type pigments.

**Sealants.--**

Sealants shall be ultraviolet and ozone resistant, gun grade polysulfide or polyurethane, multicomponent, Federal Specification: TT-S-227.

**EXECUTION.--**

**INSTALLATION.--**Doors and frames shall be installed rigidly, securely, plumb and true and in such a manner that the doors operate freely without rubbing or binding. Clearance between frame and door shall be not more than 3 mm. The exterior frame shall be sealed weathertight.

Pressed metal frames shall be secured with clips and anchors as shown on the plans.

**PAINTING.--**Except for the primer application specified herein, doors and frames shall be cleaned, prepared and painted in accordance with the requirements specified under "Painting" in Division-9, "Finishes," of these special provisions.

**8.02 ACCESS DOORS (CEILING)**

**GENERAL.--**This work shall consist of furnishing and installing ceiling access doors in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data and installation instructions shall be submitted for approval.

**PRODUCTS.--****Access doors.--**

Access doors shall be factory assembled and factory prime painted steel. Door panel shall be 1.90 mm thick (14-gage) and door frame shall be 1.5 mm thick (16-gage). The door and frame assembly shall have standard screw driver operated cam locks, concealed springs or continuous piano hinge and inside release handle. Access doors shall be by Babcock-Davis Hatchways, Bar-Co Access Doors, Inryco-Milcor, J.L. Industries, or equal.

**EXECUTION.--**

**INSTALLATION.--**Access doors shall be installed in accordance with the manufacturer's recommendations. The access door assemblies shall be painted to the match the color of the adjacent surrounding surfaces.

## **8.03 FOLDING PARTITIONS**

### **PART 1.- GENERAL**

**SUMMARY.**--This work shall consist of furnishing and installing folding partitions in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.**--Manufacturer's descriptive data and installation instructions shall be submitted for approval.

### **PART 2.- PRODUCTS.--**

#### **Door assembly.--**

Door assembly shall be factory fabricated partition of equal width, close stacking pairs of joining panels and a single fixed jamb. Panels shall be fabricated of a single piece wood core with a factory finished wood grain vinyl covering or a close grain hardwood veneer face laminated to a wood core with waterproof glue. Panels shall be continuously hinged and edge sealed against light and air transmission. The assemblies shall be top supported by a heavy duty extruded aluminum head track, trolley and concealed nylon rollers or ball bearing wheels. Handles, latches and necessary installation hardware shall be included. Metal parts shall be chromium plated.

### **PART 3.- EXECUTION.--**

**INSTALLATION.**--Folding partitions shall be installed rigidly, securely, plumb and true in accordance with the manufacturer's instructions. The folding partition shall operate smoothly and shall stack neatly and compactly.

## **8.04 ALUMINUM WINDOWS**

### **PART 1.- GENERAL**

**SUMMARY.**--This work shall consist of furnishing and installing aluminum windows in accordance with the details shown on the plans and these special provisions.

Windows shall be commercial (C) grade aluminum prime windows unless otherwise shown on the plans.

Windows shall meet the requirement of NAFS-1, "Voluntary Performance Specification for Windows, Skylights, and Glass Doors," and shall meet the C30 (Commercial) product designation unless otherwise shown on the plans. Windows shall be labeled with the AAMA label.

Finish for windows shall be Architectural Class I, clear anodized finish meeting American Architectural Manufacturer's Association Standard 611 unless otherwise shown on the plans.

Glazing for windows shall be in accordance with the requirements specified under "Glazing" in Division 8, "Doors and Windows," of these special provisions.

**CERTIFICATES OF COMPLIANCE.**--Certificates of compliance shall be furnished for all windows in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

**SUBMITTALS.**--Manufacturer's descriptive data, installation instructions and schedule shall be submitted for approval.

Manufacturer's descriptive data and installation instructions shall show window elevations, plan views, full size sections, anchoring details to all substrates, anchors and hardware.

Installation schedule shall show location, size and type for each window.

### **PART 2.- PRODUCTS**

#### **Horizontal sliding windows.--**

Horizontal sliding windows shall be horizontal slide by windows with tightly contacting weatherstripped meeting stiles, self-lubricating rollers, glazing accessories, tubular sill, snap locks and push handle. Vents shall be screened.

**Aluminum.--**

Aluminum shall be extruded 6063-T5 aluminum alloy.

**Screws, fasteners and window accessories.--**

Screws, fasteners and window accessories shall be non-corrosive metals compatible with aluminum except guides and rollers may be vinyl and nylon respectively. Finish for locks, operators, strikes, keepers and other metal hardware shall match window finish.

**Weatherstripping.--**

Weatherstripping shall be continuous, replaceable type, wool pile mounted in metal or double runs of ultraviolet resistant neoprene or vinyl.

**Vent screen.--**

Vent screen shall be aluminum frame with 18 x 14 mesh aluminum screening and polyvinyl-chloride splines. Screen frames shall be removable from interior of building. Finish of screen frame shall match window finish.

**Sealant.--**

Sealant shall be single-component, solvent type acrylic, self-leveling, non-sag, conforming to Federal Specification: TT-S-230.

**Tape.--**

Tape shall be compatible with sealant; Pecora, "B-44 Extra-Seal;" Pittsburg Plate Glass, "Duribbon;" Protective Treatment, "PTU 606;" Tremco, "440 Tape;" or equal.

**PART 3.- EXECUTION**

**FABRICATION.--**Frame and sash shall be accurately machined and fitted to hairline joinery that develops the members. Joints shall be factory sealed weathertight.

Sash shall be removable from the interior only. Sash shall have concealed condensation weeps to the outside.

**DELIVERY AND STORAGE.--**Windows shall be delivered in original, unopened, unbroken containers, wrappings, or bags with labels bearing the brand name, name of manufacturer or supplier, standard of manufacture, and product description.

Windows and accessories shall be stored off the ground, kept dry, fully protected from weather and damage.

**INSTALLATION.--**Window units shall be set straight, level, plumb and in true alignment in prepared openings. Windows shall be centered in openings. Clearance between the window unit and the building framing shall be from 4 mm to 6 mm at the sides and 13 mm at the top. The installation shall be flashed and sealed weathertight.

All aluminum surfaces in contact with masonry, steel or other incompatible materials shall be isolated with pressure sensitive tape, zinc chromate primer, bituminous paint or such other material recommended by the window manufacturer and approved by the Engineer.

**8.05 PRESSED METAL FRAMED WINDOWS****PART 1.- GENERAL**

**SUMMARY.--**This work shall consist of furnishing and installing pressed metal framed windows in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, shop drawings and installation instructions shall be submitted for approval.

## **PART 2.- PRODUCTS**

### **Framing.--**

Framing shall be not less than 1.52 mm thick (16-gage), cold rolled steel conforming to ASTM Designation: A 366/A 366M or hot rolled, pickled and oiled steel conforming to ASTM Designation: A569/A 569M. Steel shall be free of scale, pitting, coilbreaks or other surface defects. All members shall be square and true, full mitered frame corners and continuous welds at all joints and cover plates. Welds at frame faces shall be ground smooth and flush with surrounding surfaces. All metal surfaces shall be cleaned and factory primed with one coat of metal protective rust inhibitive primer. Primer shall not contain lead type pigments.

### **Anchors.--**

Anchors shall be manufacturer's standard.

### **Glazing.--**

Glazing shall conform to the requirements specified under "Glazing," in Division 8, "Doors and Windows," of these special provisions.

### **Backer rod.--**

Backer rod shall be close cell, non-absorbent, non-staining foam rod compatible with sealant.

### **Sealant.--**

Sealant shall be ultraviolet and ozone resistant, gun grade polysulfide or polyurethane, single component. Sealant shall conform to Federal Specification: TT-S-227.

## **PART 3.- EXECUTION**

**INSTALLATION.--**Frames shall be installed rigidly, securely, plumb and true. Installations shall be sealed watertight and weathertight.

**PAINTING.--**Except for the primer application specified herein, exposed frame surfaces shall be cleaned, prepared and painted in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

## **8.06 FINISH HARDWARE**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

This work shall consist of furnishing and installing hardware items for doors in accordance with the details shown on the plans and these special provisions.

Hardware for special doors and frames, if required, shall be as specified under "Hinged Doors" in Division 8, "Doors and Windows," of these special provisions.

Hardware assemblies shall comply with the fire code and the disabled accessibility requirements indicated on the plans and specified in these special provisions.

#### **SUBMITTALS.--**

Manufacturer's technical information and catalog cuts for each item of door hardware and a door hardware schedule shall be submitted for approval prior to installation.

Manufacturer's catalog cuts shall include catalog numbers, material, grade, type, size, function, design, quality and finish of hardware.

The door hardware schedule shall indicate the location and size of door opening, the door and frame material, and the size, style, finish and quantity of the hardware components required.



## **FINISHES.--**

Hardware shall be provided with standard US 26 metal plated finish or sprayed finish where indicated.

## **KEYING INSTRUCTIONS.--**

New locks shall be compatible with the master key system of the existing facility.

Locks and cylinders shall be provided with six pin "O" cylinders and blank keys. Cylinders and blank keys shall be delivered to the Engineer for combining of cylinders and cutting of keys.

The Contractor shall provide cylinders for use during construction. Construction cylinders shall remain in place until permanent cylinders are installed. Construction cylinders shall remain the property of the Contractor.

Key bows shall be stamped "State of California" and "Do Not Duplicate."

## **PART 2.- PRODUCTS.--**

### **GENERAL.--**

Door hardware equal in material, grade, type, size, function, design, quality and manufacture to that specified herein may be submitted for approval.

### **Butt hinges.--**

Butt hinges shall be steel, 1 1/2-pair per door unless otherwise specified or shown on the plans. Nonremovable pins shall be provided at outswing exterior doors. Hinge size shall be 114 mm x 114 mm unless otherwise noted.

Standard weight hinges shall be:

Hager	BB 1279
McKinney	TB 2714
Stanley	BB 179
or equal.	

Heavy weight hinges shall be:

Hager	BB 1168
McKinney	T4B 37869
Stanley	BB 168
or equal.	

### **Cylindrical locksets and latchsets.--**

Cylindrical locksets and latchsets sets shall be steel chassis, 54 mm diameter, 70 mm backset. Door and frame preparation for cylindrical lockset, latchsets and privacy sets shall conform to ANSI A115.1.

Lever operated lockset shall be:

Best	83K6 AB 9C
Schlage	D53PD RHO
Falcon	LY501 DG
or equal.	

Lever operated latchset shall be:

Best	83K ON 9C
Falcon	LY101 DG
Schlage	D10S RHO
or equal.	

**Cylindrical dead locks.--**

Cylindrical dead locks shall have 25 mm throw bolt with concealed hardened steel inserts and one inch diameter bolt housing, 70 mm backset.

Single cylinder dead lock with inside thumb turn shall be:

Best	83T 7K
Falcon	D441
Schlage	B460P
or equal.	

**Flush bolts.--**

Flush bolts shall be installed at the top and bottom of the inactive leaf of pairs of doors. Provide automatic bolts on UL rated pairs of doors.

Flush bolts for manual operation shall be:

Builders Brass	5020
Glynn Johnson	FB6
H.B. Ives	457
or equal.	

**Coordinators.--**

Coordinators shall be installed at pairs of UL rated doors and at pairs of doors having panic devices.

Coordinators shall be:

Door Control	600
Glynn Johnson	GJCOR
H.B. Ives	936
or equal.	

**Door closers.--**

Parallel arms for closers shall be installed at outswing exterior doors. Closers shall have sprayed finish to match other hardware on door.

Door closers shall be:

LCN	4040
Norton	85001
Dorma	7800
or equal.	

**Panic devices.--**

Rim type panic devices shall be installed at single doors and on the active leaf of pairs of doors, unless indicated otherwise. A vertical rod device shall be provided for the inactive leaf of pairs of doors. Dogging devices shall be omitted at UL rated door openings.

Panic devices with exit only operation shall be:

Corbin	3729
Monarch	XX-R-BA
Von Duprin	88EO
or equal.	

**Pushplates and pullplates.--**

Pushplates and pullplates shall be 102 mm x 406 mm x 1.52 mm (16-gage). Grips shall be 25 mm diameter with 38 mm standoff and 203 mm center to center fastening, unless indicated otherwise.

Pushplates shall be:

Builders Brass	47
Quality	40
Trimco	1001-3
or equal.	

Pullplates shall be:

Builders Brass	47x290-1
Quality	1515
Trimco	01-3 x 1193-2
or equal.	

**Kickplates.--**

Kickplates shall be 254 mm in height x 51 mm less than door width x 1.52 mm (16-gage).

Kickplates shall be:

Builders Brass	37
Quality	48
Trimco	6000
or equal.	

**Floor mounted stops.--**

Floor mounted stops shall be dome type. The height of the stop shall be determined by the clearance required when a threshold is used or not used.

Stops for openings without thresholds shall be:

Builders Brass	8061
Quality	331
Trimco	1210
or equal.	

Stops for openings with thresholds shall be:

Builders Brass	8063
Quality	431
Trimco	1213
or equal.	

**Wall or door mounted door stop.--**

Wall or door mounted door stop shall have a 95 mm projection and 3-point anchoring.

Wall or door mounted door stop shall be:

Builders Brass	W96
Quality	38
Trimco	1236-1/4-2
or equal.	

**Wall mounted door stop and holder.--**

Wall mounted door stop and holder shall be:

Builders Brass	W140, W141X
Quality	36, 136
Trimco	1202, 1207
or equal.	

**Wall bumpers.--**

Wall bumpers base diameter shall be 64 mm with a 25 mm projection.

Bumpers shall be:

Builders Brass	WC9
Quality	302
Trimco	1272-1/4-CCS
or equal.	

**Thresholds, rain drips, door sweeps and door shoes.--**

Thresholds, rain drips, door sweeps and door shoes shall conform to the sizes and configurations shown on plans. Thresholds at door openings with accessibility requirements shall not exceed 13 mm in height.

Threshold, rain drip, door sweep and door shoe manufacturers shall be Pemko, Reese, Zero, or equal.

**Threshold bedding sealant.--**

Threshold bedding sealant shall conform to Federal Specification: SS-C-153.

**Weatherstrip and draft stop.--**

Weatherstrip and draft stop shall conform to the sizes and shapes shown on plans. Assemblies shall be UL listed and shall be provided where shown on the plans or as specified in these special provisions.

Weatherstrip and draft stop manufacturers shall be Pemko, Reese, Zero, or equal.

**Door signs and name plates.--**

Door signs and name plates shall be as specified under "Signs" in Division 10, "Specialties," of these special provisions.

**PART 3.- EXECUTION**

**DOORS AND FRAMES.--**Doors and frames shall be set square and plumb and be properly prepared before the installation of hardware.

**INSTALLATION.--**Hardware items shall be accurately fitted, securely applied, and adjusted and lubricated in accordance with the manufacturer's instructions. Installation shall provide proper operation without bind or excessive play.

Hinges shall be installed at equal spacing with the center of the end hinges not more than 244 mm from the top and bottom of the door. Pushplates and door pulls shall be centered 1118 mm from the finished floor. Locksets, latchsets, privacy sets and panic exit mechanisms shall be 1024 mm from the finished floor. Kickplates shall be mounted on the push side of the doors, 25 mm clear of door edges.

Thresholds shall be set in a continuous bed of sealant material.

Door controls shall be set so that the effort required to operate doors with closers shall not exceed 37.8 N maximum for exterior doors and 22.3 N maximum for interior doors. The effort required to operate fire doors may be increased above the values shown for exterior and interior doors but shall not exceed 66.7 N maximum.

Door stops located on concrete surfaces shall be fastened rigidly and securely in place with expansion anchoring devices. Door stops mounted elsewhere shall be securely attached with wood screws or expansion devices as required.

Backing shall be provided in wall framing at wall bumper locations.

The location and inscriptions for door signs and name plates shall be as shown on the plans.

Hardware, except hinges, shall be removed from surfaces to be painted before painting.

Upon completion of installation and adjustment, the Contractor shall deliver to the Engineer all dogging keys, closer valve keys, lock spanner wrenches, and other factory furnished installation aids, instructions and maintenance guides.

**DOOR HARDWARE GROUPS AND SCHEDULE.**--Hardware groups specified herein shall correspond to those shown on the plans:

#### **GROUP 1**

- 1 1/2-pair butt hinges, heavy duty
- 1 each door closer
- 1 each kick plate
- 1 each cylindrical dead lock with lever handle
- 1 each panic hardware
- 1 each weather stripping
- 1 each floor mounted floor stop
- 1 each aluminum threshold
- 1 each door shoe with rain drip

#### **GROUP 2**

- 1 1/2-pair butt hinges, heavy duty
- 1 each door closer
- 1 each kick plate
- 1 each cylindrical dead lock (electric operator lock/strike) with lever handle
- 1 each weather stripping
- 1 each floor mounted floor stop
- 1 each aluminum threshold
- 1 each door shoe with rain drip

#### **GROUP 3**

- 1 1/2-pair butt hinges
- 1 each cylindrical lockset with lever handle
- 1 each wall mounted door stop

#### **GROUP 4**

- 1 1/2-pair butt hinges
- 1 each cylindrical latchset with lever handle
- 1 each wall mounted door stop

#### **GROUP 5**

- 1 1/2-pair butt hinges
- 1 each cylindrical latchset with lever handle
- 1 each kick plate
- 1 each wall mounted door stop

## **GROUP 6**

3-pair butt hinges  
1 each cylindrical latch set with lever handle  
1 each astragal  
2 each wall mounted floor stops  
1 each flush bolt

## **GROUP 7**

1 1/2-pair butt hinges  
1 each pull plate  
1 each push plate  
1 each kick plate  
1 each closer  
1 each wall mounted door stop

## **GROUP 8**

1 1/2-pair butt hinges, heavy duty, not accessible security type  
1 each cylindrical latch set with lever handle  
1 each door stop

## **8.07 BULLET RESISTANT WINDOW SYSTEM**

### **PART 1.- GENERAL**

**SCOPE.**--This work shall consist of furnishing and installing bullet resistant window system in accordance with the details shown on the plans and these special provisions.

**SYSTEM DESCRIPTION.**--Bullet resistant window system shall include bullet resistant frames, bullet resistant glass, glazing accessories, fasteners, frame anchors, and such other components, not mentioned, but required for a rigid, secure, weatherproof, and complete assembly and installation.

### **PERFORMANCE REQUIREMENTS.**--

**Wind load.**--The system shall be designed to withstand a 40 pound per square foot wind load in either direction. Deflections shall be limited to a maximum of 1/175 of the span and an allowable stress with a safety factor of 1.65 when tested in accordance with ASTM Designation: E 330, or verified by design calculations.

**Air infiltration.**--When tested in accordance with ASTM Designation: E 283, air infiltration shall not exceed 0.06 cubic feet per minute per square foot of fixed area.

**Water infiltration.**--When tested in accordance with ASTM Designation: E 331, there shall be no water penetration at a test pressure of 8.0 pounds per square foot.

**Ballistics.**--System shall be certified to meet Level 2 ballistic rating when tested in accordance with UL 752, testing for ballistic resistance for High Powered Small Arms (HPSA).

### **SUBMITTALS.**--

**Product data.**--Manufacturer's descriptive data, a detailed list of glazing materials, installation instructions shall be submitted for approval.

**Samples.**--Three samples for each of the following materials shall be submitted for approval. Material samples shall include a glass sample not less than 150mm square, frame samples of perimeter and intermediate mullion not less than 300mm in length, and fastener samples of each type of fastener to be used in the installation.

**Shop drawings.**--Shop drawings and design calculations for fabrication and installation of window framing shall be submitted for approval. Shop drawings shall include elevations, detailed sections, anchorages, and glazing details.

Shop drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown.

## **QUALITY ASSURANCE.--**

**Certificates of Compliance.**--Certificates of Compliance shall be furnished for bullet resistant windows in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

**Manufacturer.**--The manufacturer shall be responsible for the fabrication of the complete bullet resistant window system, including the bullet resistant frames, the bullet resistant glass, and the anchorage to the structure.

## **DELIVERY, STORAGE AND HANDLING.--**

**General.**--Framing members shall be delivered to the site in undamaged condition and stored off the ground in a well drained location, protected from damage, and easily accessible for inspection and handling. Covers shall be provided to protect the materials from corrosion.

Framing members shall be handled in such a manner as to prevent damage due to bending and warping.

## **PART 2.- PRODUCTS**

### **Bullet resistant frames.--**

Bullet resistant frames shall be manufacturer's standard framing, prefinished extruded 6063-T5 aluminum alloy with the ballistics requirements to resist super power small arms. Frames shall have all edges closed tightly together with full welded mitered joints and with all welds dressed smooth and flush. Vertical and horizontal framing members shall have a nominal face dimension of 2 inches. Overall depth shall be a nominal 4 1/2 inches.

**Finish.**--Exposed areas of frame components shall be factory finished with a polyvinylidene fluoride over primer as recommended by the manufacturer to provide a minimum one mil dry film thickness. The polyvinylidene fluoride finish shall consist of 2 color coats with a clear topcoat. The paint finish shall be oven baked. Color shall be white.

### **Bullet resistant glass.--**

Bullet resistant glass shall be multiple laminated glass fused to plastic interlayers; 32 mm minimum thickness.

Bullet resistant glass shall contain low emissivity coating to produce the following minimum characteristics:

Max. U-value	1.00
Daylight transmittance	>68 %
Exterior daylight reflectance	8 %
Interior daylight reflectance	8 %
Shading coefficient	0.50
Ultraviolet blockage	>75%

### **Glazing seals, compounds, setting blocks, shims, tapes, and spacers.--**

Glazing seals, compounds, setting blocks, shims, tapes, and spacers shall conform to the requirements specified under "Glazing" in Division 8, "Doors and Windows," of these special provisions.

**Anchors, accessories, and fasteners.--**

Anchors, accessories and fasteners shall be noncorrosive metals compatible with aluminum and steel. Exposed finish shall match adjacent surfaces.

**Sealant.--**

Sealant shall be as recommended by the manufacturer. Sealant color shall match framing color.

**PART 3.- EXECUTION**

**Installation.--**Bullet resistant windows shall be installed in accordance with the manufacturer's instructions, the approved shop drawings, the details shown on the plans and these special provisions.

All broken or cracked glass and glass with scratches which reduce the strength shall be replaced before the completion of the project.

Frames shall be installed rigidly, securely, plumb and true. Frames shall be isolated from dissimilar metals and cementitious materials which could corrode or otherwise damage the frames. Installations shall be sealed watertight and weathertight. Backer rod shall be installed behind all sealant.

**Clean-up.--**All panes shall be cleaned just before the final inspection. Paint, dirt, stains, labels (except etched labels), and surplus glazing compound shall be removed without scratching or marring the surface of the panes or metal work.

**8.08 GLAZING****PART 1.- GENERAL****SUMMARY.--**

This work shall consist of furnishing and installing glazing in accordance with the details shown on the plans and these special provisions.

All glass shall conform to ASTM Designation: C 1036 and the classifications specified herein and shall be clear glass except as noted.

Safety glass shall be furnished and installed at all locations designated in Consumer Product Safety Commission's Safety Standard For Architectural Glazing Materials 16 CFR 1201.

**SUBMITTALS.--**

A detailed list of glazing materials including glass, sheet, sealants, tapes, setting blocks, shims, compression seals, and glazing channels shall be submitted for approval. The list shall include a schedule of the materials to be used at each location.

**LABELS.--**

Each individual pane of heat strengthened or fully tempered glass shall bear an identification label in accordance with ASTM Designation: C 1048.

**PART 2.- PRODUCTS**

**General.--**Sheet glass, float glass, or plate glass shall be Type I, Class 1, Quality q4 or better, double strength for panes to 0.93 m<sup>2</sup>, 5 mm thick for panes between 0.93 m<sup>2</sup> and 2.6 m<sup>2</sup>, and 6 mm thick for panes over 2.6 m<sup>2</sup>, except as otherwise shown on the plans.

**Obscure glass.--**

Obscure glass shall be Type II, Class 1, Form 3, Quality q8, Finish f1, Pattern p1 or p2; 3 mm thick flat figured glass, one surface smooth, other surface fine grid pattern.



**Safety glass.--**

Safety glass shall conform to Consumer Product Safety Commission Safety Standard For Architectural Glazing Materials: 16 CFR 1201, and ANSI Standard Z97.1 and shall be one of the following:

**Tempered glass.--**

Tempered glass shall conform to ASTM Designation: C 1048, Kind FT, Condition A, Type 1, Quality q4 or better.

**Wire glass.--**

Wire glass shall be Type II, Class 1, Form 1, Mesh m1; 6 mm thick clear polished wire glass with diamond mesh.

**Insulating glass assemblies.--**

Insulating glass assemblies shall be double pane units consisting of 2 pieces of glass separated by a spacer and hermetically sealed with double seal sealants. The entrapped air shall be at atmospheric pressure and maintained in a hydrated condition by a drying agent located in the spacer.

**Seals, caulks, putties, setting blocks, shims, tapes, compression seals, felt, spacers, and channels.--**

Seals, caulks, putties, setting blocks, shims, tapes, compression seals, felt, spacers, and channels shall be top grade, commercial quality, as recommended by the glass or sheet manufacturer and shall conform to the requirements in the publications of the Flat Glass Marketing Association.

**PART 3.- EXECUTION****INSTALLATION.--**

Glazing shall conform to the general conditions and applicable details in the publications of the Flat Glass Marketing Association.

Panes shall be bedded fully and evenly, set straight and square within panels in such a manner that the pane is entirely free of any contact with metal edges and surfaces.

For all panes on the exterior of the building, the glazing on both sides of window panes shall provide a watertight seal and watershed. Seals shall extend not more than 2 mm beyond the holding members. A void shall be left between the vertical edges of the panes and the glazing channel. Weep systems shall be provided to drain condensation to the outside.

Panes in assemblies using extruded gasket glazing shall be set in accordance with the assembly manufacturer's instructions using gaskets and stops supplied by the manufacturer.

Whenever welding or burning of metal is in progress within 4.6 m of glazing materials, a protective cover shall be provided over exposed surfaces.

**REPLACEMENT AND CLEANING.--**

All broken or cracked glass and glass with scratches which reduce the strength shall be replaced before completion of the project.

Panes shall be kept clean of cement and plaster products, cleansers, sealants, tapes and all other foreign material that may cause discoloration, etching, staining, or surface blemishes to the materials.

Excess sealant left on the surface of the glass or surrounding materials shall be removed during the work life of the sealant.

Solvents and cleaning compounds shall be chemically compatible with materials, coatings and glazing compounds to remain. Cleaners shall not have abrasives that scratch or mar the surfaces.

All panes shall be cleaned just before the final inspection. All stains and defects shall be removed. Paint, dirt, stains, labels (except etched labels), and surplus glazing compound shall be removed without scratching or marring the surface of the panes or metal work.

## **DIVISION 9. FINISHES**

### **9.01 GYPSUM WALLBOARD**

**GENERAL.--**This work shall consist of furnishing, installing and finishing gypsum wallboard in accordance with the details shown on the plans and these special provisions.

Where assembly fire ratings are indicated on the plans, construction shall provide the fire resistance in accordance with the applicable standards in the Fire Resistance Design Manual published by the Gypsum Association.

Wallboard backing for use in restroom and shower areas shall be water-resistant gypsum backing board.

#### **PRODUCTS.--**

##### **Gypsum wallboard.--**

Gypsum wallboard shall conform to ASTM Designation: C 36/C 36M.

##### **Water-resistant gypsum backing board.--**

Water-resistant gypsum backing board shall conform to ASTM Designation: C 630/C C 630M.

##### **Joint tape and joint and finishing compound.--**

Joint tape and joint and finishing compound shall conform to ASTM Designation: C 475.

##### **Corner beads, metal trim and control joints.--**

Corner beads, metal trim and control joints shall be galvanized steel of standard manufacture.

##### **Resilient metal channel.--**

Resilient metal channel shall be galvanized sheet steel channels of standard manufacture for reducing sound transmission in wood frame partitions.

##### **Fasteners.--**

Fasteners shall be gypsum wallboard nails conforming to ASTM Designation: C 514 or steel drill screws conforming to ASTM Designation: C 1002.

#### **EXECUTION.--**

**DELIVERY AND STORAGE.--**Materials shall be delivered in original packages, containers or bundles bearing brand name, applicable standard of manufacture, and name of manufacturer or supplier and shall be kept dry and fully protected from weather and direct sunlight exposure. Gypsum wallboard shall be stacked flat with adequate support to prevent sagging or damage to edges, ends and surfaces.

**INSTALLATION.--**Wallboard panels to be installed on ceilings shall be installed with the long dimension of the panels perpendicular to the framing members. Wallboard panels to be installed on walls may be installed with the long dimension of the panels either parallel or perpendicular to the framing members. The direction of placing the panels shall be the same on any one wall or partition assembly.

Edges of wallboard panels shall be butted loosely together. All cut edges and ends shall be smoothed as needed for neat fitting joints.

All edges and ends of gypsum wallboard panels shall coincide with the framing members, except those edges and ends which are perpendicular to the framing members. End joints on ceiling and on the opposite sides of a partition assembly shall be staggered.

Except where closer spacings are shown on the plans, the spacing of fasteners shall not exceed the following:

Screws	300 mm
Screws at perimeter of panels for fire resistive assemblies having metal framing	200 mm

Type S steel drill screws shall be used to fasten wallboard to metal framing. Except as shown on the plans, screws shall not be used in fire resistive assemblies.

Adhesives shall not be used for securing wallboard to framing.

Fasteners shall be located at least 10 mm from wallboard panel edges and ends. All metal fasteners shall be driven slightly below surface level without breaking the paper or fracturing the core.

Metal trim shall be installed at all free edges of panels, at locations where wallboard panels abut dissimilar materials and at locations shown on the plans. Corner beads shall be installed at external corners. Control joints shall be installed at the locations shown on the plans.

Joints between face panels, the internal angles formed by ceiling and walls and the internal vertical angles formed by walls shall be filled and finished with joint tape and at least 3 coats of joint compound. Tape in the corners shall be folded to conform to the angle of the corner. Tape at joints and corners shall be embedded in joint compound.

Dimples at screw heads, dents, and voids or surface irregularities shall be patched with joint compound. Each patch shall consist of at least 3 coats and each coat shall be applied in a different direction.

Flanges of corner beads, control joints and trim shall be finished with a least 3 coats of joint compound.

Each coat of joint compound shall be feathered out onto the panel surface and shall be dry and lightly sanded before applying the next coat. The finished surfaces of joint compound at the panel joints, internal angles, patches and at the flanges of trim, corner beads and control joints shall be flat and true to the plane of the surrounding surfaces and shall be lightly sanded.

Good lighting of the work area shall be provided during the final application and sanding of the joint compound.

Gypsum wallboard used as backing boards for tile shall be water resistant. Joints in backing board shall not be taped or filled and dimples at the fastener heads shall not be patched. Edges of cuts and holes in backing board shall be sealed with a primer or sealer that is compatible with the wall covering adhesive to be used.

Surfaces of wallboard to be textured shall receive an orange peel texture, unless otherwise shown on the plans.

## **9.02 FIBERGLASS REINFORCED PLASTIC PANELS**

**GENERAL.--**This work shall consist of furnishing and installing fiberglass reinforced plastic (FRP) panels and trim molding in accordance with details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, installation instructions, and finish options shall be submitted for approval.

Product descriptive data shall show the manufacturer's name and shall indicate conformance to these special provisions.

Installation instructions shall show the FRP panel manufacturer's recommended method of installation.

Finish options shall show the manufacturer's standard color palette for FRP panels and trim molding. Color shall be selected from the manufacturer's standard color palette by the Engineer after the award of the contract.

### **PRODUCTS.--**

#### **FRP panel.--**

FRP panel shall be Class I flame-spread, minimum nominal thickness of 2 mm; Marlite, Class A/I FRP; Kemlite, Fire-X Glasbord; or equal.

#### **Trim molding.--**

Trim molding shall be manufacturer's standard vinyl molding with nailing flanges and a 9 mm deep channel of sufficient width to receive panels and sealant.

#### **Adhesive and sealant.--**

Adhesive and sealant shall be as recommended by the FRP panel manufacturer.

## **EXECUTION.--**

**INSTALLATION.--**The FRP panels and trim molding shall be installed in accordance with the manufacturer's installation instructions.

Trim molding shall be nailed through the flange into solid wood backing. All nails shall be concealed by FRP panels in the completed installation. Trim shall be one continuous piece along each wall unless the wall length exceeds the manufacturer's standard trim length. If more than one piece is used on one wall, the pieces shall be approximately equal length, with no piece less than 1 m in length. All FRP panel edges shall be covered by a trim molding.

Panels shall be one continuous piece along each wall unless the wall length exceeds the manufacturer's standard panel length. If more than one panel piece is used on one wall, the pieces shall be approximately equal length, with no piece less than one meter in length.

**CLEAN-UP.--**Adjacent surfaces shall be protected from adhesive or sealant. Excess adhesive and sealant shall be removed as the installation progresses using a solvent or cleaning agent recommended by the FRP panel manufacturer.

## **9.03 CERAMIC TILE**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing ceramic tile in accordance with the details shown on the plans and these special provisions.

Ceramic tile shall include porcelain tile, trim tile, setting materials, grouts and such other materials as maybe required for a complete installation.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data, a list of materials to be used, and installation instructions for all materials required for the work shall be submitted for approval.

Manufacturer's descriptive data shall be submitted for each type of tile, mortar bed materials, bond coat materials and additives, and grout materials and additives.

Materials list and installation instructions shall include all products and materials to be incorporated into the work.

Friction reports shall be submitted for tile products to be used on floors and other pedestrian surfaces.

**Samples.--**Samples shall include 2 individual samples of each type and color of tile and trim to be installed and shall be of the same size, shape, pattern and finish as the tile and trim to be installed.

#### **QUALITY ASSURANCE.--**

**Single source responsibility.--**Each type and color of tile, grout and setting materials shall be obtained from a single source.

**Master Grade Certificates.--**Each shipment of tile to the project site shall be accompanied by a Master Grade Certificate issued by the tile manufacturer.

**Certificates of Compliance.--**Certificates of compliance shall be furnished for bond coat materials, setting bed materials and grout in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

#### **DELIVERY, STORAGE AND HANDLING.--**

**Delivery.--**Tile and packaged materials shall be delivered to the job site in sealed, unbroken, unopened containers with the labels intact. Tile containers shall bear the Standard Grade label.

**Storage and handling.**--Materials shall be stored and handled in such a manner as to prevent damage or contamination by water, freezing or foreign matter.

## **PROJECT CONDITIONS.--**

**Protection.**--Tile work shall be protected and environmental conditions maintained during and after installation to comply with the reference standards and manufacturer's printed instructions.

**Temperatures.**--Unless otherwise specified in the manufacturer's installation instructions, the ambient temperature shall be maintained at not less than 10°C nor more than 38°C in tiled areas during installation and for 7 days after completion. Exterior work areas shall be shaded from direct sunlight during installation.

Tile shall not be installed when the temperature of the substrate is greater than 32°C or is frost covered.

**Illumination.**--Interior work areas shall be illuminated to provide the same level and angle of illumination as will be available during final inspection.

## **PART 2.- PRODUCTS**

### **PRODUCT STANDARDS.--**

**Tile.**--Ceramic tile shall conform to the requirements in ANSI Standard: A137.1, "American National Standard Specifications for Ceramic Tile" for types and grades of tile indicated. Ceramic tile shall conform to the "Standard Grade" requirements.

**Tile installation materials.**--Tile installation materials shall conform to the requirements in ANSI standard referenced with products and materials indicated for setting and grouting.

### **TILE PRODUCTS.--**

#### **Porcelain wall tile.--**

Porcelain tile shall be machine made, unpolished, dust pressed natural porcelain clay. Tiles shall have less than 0.5 percent water absorption and be suitable for exterior use. Tiles shall be 10 mm nominal thickness.

Tile shall have truncated domes, 23 mm diameter, 5 mm nominal height, and center to center spacing of 60 mm. Arrangement of the domes shall be such that there is no break in pattern or spacing when tiles are arranged side by side.

#### **Matte porcelain floor tile.--**

Matte porcelain floor tile shall be machine made, unpolished, dust pressed natural porcelain clay and shall have a plain face. Tile shall have a nominal thickness of 8 mm.

Matte porcelain trim tile shall include cove type base at walls and single piece intersecting cove base at corners.

**Slip resistant tile.**--Slip resistant tile shall have sufficient abrasives added such that the static coefficient of friction, wet or dry, shall be not less than 0.6 for walking surfaces and 0.8 for ramps when tested in accordance with ASTM Designation: C 1028. All bathroom floor tile shall be slip resistant.

#### **Available manufacture's.--**

Subject to compliance with the specifications, tile shall be American Olean Tile Co., Inc.; Summitville Tiles, Inc.; United States Ceramic Tile Co.; or equal.

## **SUBSTRATES.--**

### **Cementitious tile backer board.--**

Cementitious backer board shall be a backing and underlayment panel composed of a concrete core with glass mesh reinforcing on both faces and conforming to the requirements of ANSI Standard: A118.9.

### **Cement mortar bed.--**

Cement mortar bed for walls shall be proportioned of one part cement, 1/2 part hydrated lime, 6 parts damp sand by volume and only enough water to provide the necessary workability. Ingredients shall be dry mixed, water added, and materials blended to produce a stiff mix. Mortar bed shall be not less than 20 mm in thickness.

Cement mortar bed for floors shall be proportioned of one part cement, 1/10 parts hydrated lime, 5 parts damp sand by volume and only enough water added to provide the necessary workability. Ingredients shall be dry mixed, water added, and materials blended to produce a stiff mix. Mortar bed shall be not less than 32 mm in thickness.

### **Cement.--**

Cement shall conform to ASTM Designation: C 150, Type I.

### **Hydrated lime.--**

Hydrated lime shall conform to ASTM Designation: C 206, Type S, or ASTM Designation: C 207, Type S.

### **Water.--**

Water shall be clean and potable.

## **SETTING MATERIALS.--**

### **Portland cement mortar installation materials.--**

Materials for portland cement mortar installation shall conform to the requirements in ANSI Standard: A108.1 as required for installation method designated, unless otherwise indicated.

**Reinforcement.--**Reinforcement shall be galvanized welded wire fabric with 50 mm x 50 mm - 1.6 mm x 1.6 mm conforming to ASTM Designations: A 82 and A 185 except for minimum wire size. Reinforcement shall be provided in flat sheets.

### **Tile bond coat.--**

Tile bond coat shall be latex-portland cement bond coat.

Latex-portland cement mortar bond coat shall be a prepackaged mortar mix, conforming to ANSI Standard: A118.4, incorporating a dry acrylic resin, and to which only water is added at the job site. Mortar shall be suitable for exterior use and be labeled for the type of tile to be installed.

## **GROUTING MATERIALS.--**

### **Tile grout.--**

Tile grout shall be latex-portland cement grout.

Latex-portland cement grout shall be a prepackaged grout mix, conforming to ANSI Standard: A118.6, incorporating a dry acrylic resin, and to which only water is added at the jobsite. Grout shall be suitable for exterior use and labeled for the type of tile to be installed.

### **Grout pigment.--**

Grout pigment shall be chemically inert, fade resistant mineral oxide or synthetic type. Color shall be as shown on the plans.

## **SEALANTS.--**

### **Sealant.--**

Sealant for vertical expansion joints shall be a medium modulus silicone or polyurethane. Sealant for horizontal joints shall be a 2-part polyurethane type material with a Shore Hardness of 35 to 45.

Color of exposed sealants shall match color of grout in tile adjoining sealed joints.

## **MISCELLANEOUS MATERIALS.--**

### **Sand.--**

Sand shall be a natural or manufactured sand conforming to ASTM Designation: C 144, except that no more than 10 percent shall pass the No. 150  $\mu$ m sieve.

### **Metal edge strips.--**

Metal edge strips shall be stainless steel terrazzo strips, 3 mm wide at top edge with integral provision for anchorage to mortar bed or substrate.

## **PART 3.- EXECUTION**

### **PREPARATION.--**

**General.--**Concrete, mortar, or masonry substrate surfaces which are to receive a mortar bed shall not vary more than 5 mm in 2.4 m from the required plane and shall be true, plumb at vertical surfaces, and square at intersection edges.

Surfaces to receive a mortar setting bed or a bond coat shall be cleaned adequately to assure a tight bond to the applied material. Such cleaning shall leave the surface thoroughly roughened and free from laitance, coatings, oil, sand, dust and loose particles.

The cleaned surfaces which are to receive a mortar bed shall be saturated with water just prior to placing mortar or the cleaned surfaces shall be coated with fresh neat cement slurry. If the surface is saturated with water, excess water shall be removed and the wetted surfaces uniformly dusted with portland cement. The slurry or wetted cement dust shall be broomed to completely coat the surface with a thin and uniform coating just prior to placing the mortar.

Substrates shall be inspected to insure that grounds, anchors, plugs, recessed frames, bucks, drains, electrical work, mechanical work, and similar items in or behind the tile have been installed before proceeding with installation of the tiles.

### **INSTALLATION.--**

**General.--**Tile installation shall conform to applicable parts of ANSI 108 Series of the tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile" and Tile Council of American, "Handbook for Ceramic Tile Installation."

The back face of the tile shall be free of paper, adhesives, fiber mesh, resins, or other materials affecting the bond of the tile to the bedding material.

Tile work shall extend into recesses and under or behind equipment and fixtures, to form a complete covering without interruptions, except as shown on the plans. Work shall be terminated neatly at obstructions, edges and corners without disrupting pattern or joint alignments.

Intersections and returns shall be accurately formed. Cutting and drilling of tile shall be performed without marring visible surfaces. Cut edges of tile abutting trim, finish or built-in items shall be carefully ground to produce straight aligned joints. Tile shall be closely fit to electrical outlets, piping, fixtures and other penetrations such that plates, collars, or covers overlap the tile.

**Mortar bed placement.--**The mortar bed, with or without reinforcement as shown on the plans, shall be placed, consolidated, and finished to the required thickness.

The surface of the mortar bed shall be true and pitched as shown on the plans, without high or low spots. The mortar bed surface shall not vary more than 3 mm in 2.4 m from a plane parallel to the finished tile surface when tile is installed on a cured mortar bed.

In no case shall the allowed tolerances result in offsets between adjoining tiles, low spots on finished tile surfaces than can pond water, or finished tile surfaces that are not plumb or not true.

Cement mortar beds to receive a tile bond coat shall be damp cured under cover for a minimum of 48 hours at a temperature of not less than 21°C.

**Cementitious backer board.**--Cementitious backer board shall be installed in accordance with the provisions of ANSI Standard: A118.11.

**Tile bond coat.**--The tile bond coat mortar shall be mixed according to the manufacturer's recommendations. The consistency of the mixture shall be such that ridges formed with the recommended notched trowel shall not flow or slump. Reworking will be allowed provided no water or materials are added. The setting bed surfaces shall be dampened before placing the bond coat as necessary tile installation, but the setting bed shall not be soaked. The setting bed surfaces for epoxy bond coat shall be dry.

The bond coat shall be floated onto the cured mortar bed surface with sufficient pressure to cover the surface evenly with no bare spots. The surface area to be covered with the bond coat shall be no greater than the area that can be tiled while the bond coat is still plastic. The bond coat shall be combed with a notched trowel as recommended by the manufacturer within 10 minutes before installing tile. Tile shall not be installed on a skinned over bond coat.

**Installing tiles.**--Tile shall be installed in accordance with the manufacturer's instructions and shall be set solid and shall be well bonded to the substrate.

If tiles are cut, the cuts shall be made with saws. Cut edges shall be rubbed with an abrasive stone to bring the edge of the glaze slightly back from the body of the tile. Cuts shall be accurately made to neatly fit the tile in place. Cut edges shall not be butted against other tile. Cut tile shall be at least half the size of a full size tile.

Tile shall completely cover wall areas behind mirrors and fixtures.

Tile shall be installed so that the finished tile surface does not vary more than 3 mm in 2.4 m from the finished tile surface shown on the plans. In no case shall there be offsets in adjoining tiles, low spots on finished tile surfaces that can pond water, or finished tile surfaces that are not plumb or true in the completed tile work.

Tiles shall be firmly pressed into the freshly notched bond coat. Tile on interior surfaces shall be tapped and beat into a true surface and to obtain at least 80 percent coverage by the mortar on the back of each tile. Tile on exterior surfaces shall have 100 percent coverage and shall be back-buttered immediately prior to setting the tile.

If tile is face mounted, the paper and glue shall be removed within one hour after tile is installed and all tiles that do not meet the requirements for joints and surface tolerance shall be adjusted or replaced.

Mortar that exudes into the grout spaces between tiles shall be removed to the bottom of tile.

### **Joints.**--

**General.**--Joints between tile shall be continuous both vertically and horizontally. Joints shall be straight and of uniform and equal width. Where tiles on adjoining surface are the same size, the joints shall align, one with the other. Joint width shall be as recommended by the tile manufacturer.

**Expansion joints.**--Expansion joints shall be installed at the perimeter of all tile floors and at all substrate control joints and changes in the substrate material. Exterior expansion joint spacing shall not exceed 5 m in any direction.

All expansion joints shall be made with sealant over backer rods. The thickness of sealant at the center of expansion joints shall not exceed the width of the joint. Joint edges shall be primed as recommended by the sealant manufacturer.

**Edge strips.**--Edge strips shall be installed at openings where the threshold has not been shown on the plans, but where tile floor abuts other flooring materials at the same level. Edge strips shall be installed centered under the closed door, or where there is no door, centered in the opening.

**Grouting tile.**--Grout shall be mixed, applied and cured in accordance with the manufacturer's recommendations and ANSI Standard: A108.10 for cement grout.

Spacers, strings, ropes, pegs, glue, paper, and face mounting material shall be removed before grouting. Joints between glazed wall tile shall be wetted if they have become dry.

Grouting shall not begin until at least 48 hours after installing tile.



A maximum amount of grout shall be forced into the joints between tiles in accordance with the manufacturer's recommendations. The grout shall be finished to the depth of the cushion for cushion edge tile and finished flush with the surface for square edge tile. All gaps and skips in the grout spaces shall be filled.

Mortar or mounting mesh shall not show through the grouted joints.

The finished grout shall have a uniform color and shall be smooth without voids, pinholes or low spots.

Expansion joints shall be kept free of grout or mortar.

Grout shall be protected from freezing or frost for a least 5 days after installation.

**Sounding tile.**--Tiled surfaces shall be sounded with a metal bar or chain for improperly bonded tile or setting bed. Tile or setting bed that emits a hollow sound shall be replaced.

**Replacement.**--Cracked, chipped, broken, or otherwise defective tiles shall be removed and replaced. All tiles which differ more than 2 mm in elevation from adjacent tile edges shall be removed and replaced.

**Curing.**--After the installation of tile and the grouting of joints, the tile and grout shall be cured by keeping the surface continuously damp for at least 72 hours after grouting. Curing materials shall not stain the tile or grouted joints. Curing methods shall not erode away the grout.

After grouting, horizontal tiled surfaces shall be closed to traffic, and all tiled surfaces shall be kept free from impact, vibration or shock, for at least 72 hours.

#### **CLEANING AND PROTECTION.--**

**Cleaning tile surfaces.**--All exposed tile surfaces shall be cleaned of all grout haze upon completion of grouting. Acids and chemicals used to clean tile shall conform to the tile manufacturer's recommendations. Cleaners shall not be harmful to materials on surfaces of abutting floors, walls, and ceilings. Tile work shall be rinsed thoroughly with clean water before and after using acid or chemical cleaners. After cleaning and rinsing, tile surfaces shall be polished using a soft cloth.

Tile work shall be cleaned and polished again immediately prior to completion of the contract. All dirt, grime, stains, paints, grease, and other discoloring agents or foreign materials shall be removed.

**Protection.**--After grouting, horizontal tiled surfaces shall be closed to traffic, and all tiled surfaces shall be kept free from impact, vibration or shock, for at least 72 hours after.

Tile surfaces damaged by construction operations shall be retiled.

### **9.04 RESILIENT BASE**

**GENERAL.**--This work shall consist of furnishing and installing resilient base in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.**--Manufacturer's descriptive data, installation instructions, color palette, and samples of resilient base shall be submitted for approval. Samples shall be not less than 50 mm in length.

#### **PRODUCTS.--**

##### **Resilient base.--**

Resilient base shall be manufacturer's best grade, rubber or vinyl base, with premolded internal and external corner pieces. The height shall be 102 mm and color shall be as shown on the plans.

##### **Adhesive.--**

Adhesive shall be as recommended by base manufacturer.

#### **EXECUTION.--**

**INSTALLATION.**--Bases shall be firmly and totally attached to walls with adhesive and shall be accurately scribed to trim, molding and cabinets. All joints shall be tight fitting. Bases between premolded corners or other termini may be installed continuous or installed using one m minimum standard manufactured lengths. Filler pieces shall be not less than 0.5 m.

## 9.05 VINYL COMPOSITION TILE

**GENERAL.--**This work shall consist of furnishing and installing vinyl composition tile in accordance with the details shown on the plans and these special provisions.

Vinyl composition tile shall consist of vinyl composition tile, edger strips, floor wax and tile manufacturer's recommended primers and adhesives.

**SUBMITTALS.--**Manufacturer's descriptive data, installation instructions, color and pattern samples shall be submitted for approval. Samples of tile shall be 305 mm x 305 mm in size.

### **PRODUCTS.--**

#### **Vinyl composition tile.--**

Vinyl composition tile shall be semi-flexible, 2.38 mm minimum thick, 305 mm x 305 mm tile conforming to Federal Specification: SS-T-312, Type IV. Color and pattern shall be as shown on the plans.

#### **Primer, leveling compound crack filler and adhesives.--**

Primer, leveling compound crack filler and adhesives shall be waterproof types as recommended by the tile manufacturer.

#### **Wax.--**

Wax shall be water emulsion, self-polishing type containing not less than 16 percent wax solids, wetting agents, and a nonslip agent. The wax shall meet UL antislip standards.

#### **Edger strips.--**

Edger strips shall be commercial quality, stainless steel or aluminum.

### **EXECUTION.--**

**PREPARATION.--**Before placing adhesives, all surfaces to receive vinyl composition tile shall be made free of localized depressions or bumps. Bumps shall be ground flat. Holes, depressions and cracks shall be filled with crack filler or leveling compound.

Immediately prior to application of the tile flooring, the surface to be covered shall be thoroughly dry, free of paint, oil, grease, mortar, plaster droppings, scaly surfaces or other irregularities and shall be broom clean. Primer, when recommended, shall be thoroughly brushed on the surface at the rate recommended by the adhesive manufacturer and shall be completely dry before the application of adhesives.

The rooms where tile is to be installed shall be maintained at a temperature of at least 21°C for not less than 72 hours before installation, during installation and for 5 days after installation.

**APPLICATION.--**Tile shall be laid to a true, straight, smooth and even finished surface in accordance with the manufacturer's instructions. Joints shall be tight fitting. Floor covering shall be placed before floor mounted fixtures are installed. After tile has been set, the finished surface shall be rolled and crossrolled with a roller weighing 50 kg or more.

Edger strips shall be installed at free edges.

Where tile patterns between rooms differ, the pattern break at openings shall occur at the centerline of the common wall.

Upon completion of the tile application, all stains, surplus adhesive, dirt and debris resulting from the work shall be removed and the floor left broom clean. Tile shall be protected from damage at all times during construction. As a last order of work, tile shall be washed with soap and warm water, rinsed, and then waxed in accordance with the tile manufacturer's printed instructions. Not less than 2 applications of wax shall be placed on the tile flooring.

## 9.06 PAINTING

### PART 1.- GENERAL

**SUMMARY.**--This work shall consist of preparing surfaces to receive coatings, and furnishing and applying coatings, in accordance with the schedules and details shown on the plans, and these special provisions.

The coatings specified in this section are in addition to any factory finishes, shop priming, or surface treatment specified elsewhere in these special provisions.

**SUBMITTALS.**--Manufacturer's descriptive data, a materials list, and color samples shall be submitted for approval.

Product descriptive data shall include product description, manufacturer's recommendations for product mixing, thinning, tinting, handling, site environmental requirements, product application and drying time.

Materials list shall include manufacturer's name, trade name, and product numbers for each type coating to be applied.

Color samples shall be manufacturer's color cards, approximately 50 mm x 75 mm, for each color of coating shown on the plans. Color samples for stains shall be submitted on wood of the same species, color, and texture as the wood to receive the stain.

**REGULATORY REQUIREMENTS.**--Coatings and applications shall conform to the rules for control of volatile organic compound (VOC) emissions adopted by the air quality control district in the air basin in which the coatings are applied.

**PROJECT CONDITIONS.**--Coatings shall not be applied when the air temperature is below 10°C (20°C for varnishes) or when the relative humidity exceeds 75 percent.

The surface to be coated shall be maintained at a minimum temperature of 7°C for a period of 24 hours prior to, and 48 hours after the application of the coating. Heating facilities shall be provided when necessary.

Continuous ventilation shall be provided during application of the coatings.

A minimum lighting level of 865 lux, measured 1 m from the surface to be coated, shall be provided while surfaces are being prepared for coatings and during coating applications.

**DELIVERY, STORAGE, AND HANDLING.**--Products shall be delivered to the site in sealed, labeled containers and stored in a well ventilated area at an ambient air temperature of not less than 7°C. Container labeling shall include manufacturer's name, type of coating, trade name, color designation, drying time, and instructions for tinting, mixing, and thinning.

**MAINTENANCE STOCK.**--Upon completion of coating work, a full 3.8 liter container of each type and color of finish coat and stain used shall be delivered to the location at the project site designated by the Engineer. Containers shall be tightly sealed and labeled with color, texture, and room locations where used, in addition to the manufacturer's standard product label.

### PART 2.- PRODUCTS

**GENERAL.**--The products shall be the best quality grade coatings of the specified types as regularly manufactured by nationally recognized paint and varnish manufacturers that have not less than 10 years experience in manufacturing paints and varnishes. Products that do not bear the manufacturer's identification as the best quality grade product shall not be used. Products for each coating system shall be by a single manufacturer and shall not contain lead type pigments.

Thinners, shellac, fillers, patching compounds, coloring tint, and other products required to achieve the specified finish shall be the manufacturer's best quality and shall be used as recommended.

### PART 3.- EXECUTION

**INSPECTION.**--Surfaces to be coated at the jobsite shall be approved by the Engineer prior to the application of coatings. The Contractor shall notify the Engineer at least 3 working days prior to the application of coatings.

**SURFACE PREPARATION.**--Surfaces scheduled to be coated shall be prepared in accordance with the following, except that the surfaces not specified herein shall be prepared as recommended by the coating manufacturer.

**GENERAL.--**Hardware, cover plates, light fixture trim, and similar items shall be removed prior to preparing surfaces for coating. Following the application of the finish coating, the removed items shall be reinstalled in their original locations.

**WOOD.--**Oil and grease shall be removed by solvent wash. Mildew shall be removed by mildew wash. Surfaces to be coated shall be cleaned of all dirt, excess material, or filler by hand cleaning. Smooth surfaced wood shall be sanded lightly.

A sealer composed of equal parts of shellac and alcohol shall be spot applied to knots, sap, pitch, tar, creosote, and other bleeding substances.

After the application of the prime coat, all nail holes, cracks, open joints, dents, scars, and surface irregularities shall be filled, hand cleaned, and spot primed to provide smooth surfaces for the application of finish coats.

Irregularities in wood surfaces to receive a transparent stain finish shall be filled and hand cleaned after the first coat of stain has been applied. The color of the filler shall match the color of the stained wood.

**GALVANIZED METAL.--**Oils, grease, and fabrication lubricants shall be removed by solvent wash. Surfaces shall be cleaned of remaining surface treatments by hand cleaning. New surfaces shall be roughened by hand cleaning or light abrasive blasting.

Abraded or corroded areas shall be hand cleaned and spot coated with one coat of vinyl wash pretreatment. Abraded or corroded areas on new surfaces not scheduled to be painted shall be cleaned by solvent wash, hand cleaned, and given 2 spot applications of zinc rich paint.

**STEEL AND OTHER FERROUS METALS.--**Oils, grease, and fabrication lubricants shall be removed by solvent wash. Dirt, water soluble chemicals, and similar surface contamination shall be removed by detergent wash or steam cleaning. Mill scale and rust shall be removed by hand cleaning or abrasive blasting.

**GYPSUM BOARD.--**Holes, cracks, and other surface imperfections shall be filled with joint compound or suitable filler prior to application of coatings. Taped joints and filled areas shall be hand sanded to remove excess joint compound and filler.

#### **DEFINITIONS.--**

**DETERGENT WASH.--**Removal of dirt and water soluble chemicals by scrubbing with a solution of detergent and water, and removal of all solution and residues with clean water.

**HAND CLEANING.--**Removal of dirt, loose rust, mill scale, excess base material, filler, aluminum oxide, chalking paint, peeling paint, or paint which is not firmly bonded to the surfaces by using hand or powered wire brushes, hand scraping tools, power grinders, or sandpaper and removal of all loose particles and dust prior to coating.

**MILDEW WASH.--**Removal of mildew by scrubbing with a solution of detergent, hypochlorite-type household bleach, and warm water, and removal of all solution and residues with clean water.

**ABRASIVE BLASTING.--**Removal of oil, grease, form release agents, paint, dirt, rust, mill scale, efflorescence, weak concrete, or laitance, by the use of airborne abrasives, and removal of loose particles, dust, and abrasives by blasting with clean air.

Abrasives shall be limited to clean dry sand, mineral grit, steel grit, or steel shot, and shall be graded to produce satisfactory results. Unwashed beach sand containing salt or silt shall not be used.

Abrasive blasting shall conform to the requirements of SSPC-SP6-85, Commercial Blast Cleaning, as defined in the Steel Structures Painting Council Manual.

Light abrasive blasting shall conform to the requirements of SSPC-SP7-85, Brush-Off Blast Cleaning, as defined in the Steel Structures Painting Council Manual.

**SOLVENT WASH.--**Removal of oil, grease, wax, dirt, or other foreign matter by using solvents, such as mineral spirits or xylol, or other approved cleaning compounds.

**STEAM CLEANING.--**Removal of oil, grease, dirt, rust, scale, or other foreign matter by using steam generated by commercial steam cleaning equipment, from a solution of water and steam cleaning compounds, and removal of all residues and cleaning compounds with clean water.

**TSP WASH.--**Removal of oil, grease, dirt, paint gloss, and other foreign matter by scrubbing with a solution of trisodium phosphate and warm water, and removal of all solution and residues with clean water.

**WATER BLASTING.**--High pressure, low volume water stream for removing dirt, light scale, chalking or peeling paint. Water blasting equipment shall produce not less than a 13 800 MPa minimum output pressure when used. Heated water shall not exceed 66°C. If a detergent solution is used, it shall be biodegradable and shall be removed from all surfaces with clean water.

**PROTECTION.**--The Contractor shall provide protective devices, such as tarps, screens or covers, as necessary to prevent damage to the work and to other property or persons from all cleaning and painting operations.

Paint or paint stains on surfaces not designated to be painted shall be removed by the Contractor at his expense and the original surface restored to the satisfaction of the Engineer.

#### **APPLICATION.**--

**GENERAL.**--Coatings shall be applied in accordance with the printed instructions and at the application rates recommended by the manufacturer to achieve the dry film thickness specified in these special provisions.

Mixing, thinning and tinting shall conform to the manufacturer's printed instructions. Thinning will be allowed only when recommended by the manufacturer.

Coatings shall be applied only when surfaces are dry and properly prepared.

Cleaning and painting shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

Materials required to be coated shall have coatings applied to all exposed surfaces, including the tops and bottoms of wood and metal doors, the insides of cabinets, and other surfaces not normally visible from eye level.

**APPLICATION SURFACE FINISH.**--Each coat shall be applied to a uniform finish. Finished surfaces shall be free of surface deviations and imperfections such as skips, cloudiness, spotting, holidays, laps, brush marks, runs, sags, curtains, ropiness, improper cutting in, overspray, drips, ridges, waves, and variations in color and texture.

Each application of a multiple application finish system shall closely resemble the final color coat, except each application shall provide enough contrast in shade to distinguish the separate applications.

**WORK REQUIRED BETWEEN APPLICATIONS.**--Each application of material shall be cured in accordance with the coating manufacturer's recommendations before applying the succeeding coating. Enamels and clear finishes shall be lightly sanded, dusted, and wiped clean between applications.

Stain blocking primer shall be spot applied whenever stains bleed through the previous application of a coating.

**TIMING OF APPLICATIONS.**--The first application of the specified coating system shall be applied prior to any deterioration of the newly prepared surface. Metal surfaces shall be prepared and prime coated the same day that cleaning of bare metal is performed. Additional prime coats shall be applied as soon as drying time of the preceding coat permits.

Metal surfaces shall be prime coated within 12 hours of application of vinyl wash pretreatment.

Shellac sealer shall be allowed to dry at least 12 hours before applying the next coat.

Drying time between applications of water borne coatings shall be at least 12 hours.

**APPLICATION METHODS.**--Coatings shall be applied by brush, roller or spray. Rollers shall be of a type which do not leave a stippled texture in the paint film. Extension handles for rollers shall not be greater than 2 m in length.

If spray methods are used, surface deviations and imperfections such as, overspray, thickness deviations, lap marks, and orange peel shall be considered as evidence that the work is unsatisfactory and the Contractor shall apply the remainder of the coating by brush or roller, as approved by the Engineer.

#### **DRY FILM THICKNESS.**--

Vinyl wash pretreatment	0.007 mm to 0.13 mm, maximum.
Bituminous paint	0.1 mm, minimum.
Other primers, undercoats, sealers, and coatings	As recommended by the manufacturer.

**BACKPRIMING.**--The first application of the specified coating system shall be applied to all wood surfaces (face, back, edges, and ends) of wood materials that are not factory coated, immediately upon delivery to the project site, except surfaces of interior finish woodwork that adjoin concrete or masonry shall be coated with one application of alkyd exterior wood primer before installation.

When clear or stain type coatings are required on millwork, trim, or paneling, varnish, reduced 25 percent by mineral spirits, shall be used for coating the back faces.

All primed metal surfaces in contact with concrete or concrete block exterior walls shall be coated with a bituminous paint on those surfaces in contact with the wall.

**FINISHING MECHANICAL AND ELECTRICAL COMPONENTS.--**Shop primed mechanical and electrical components shall be finish coated in accordance with the coating system entitled, "Shop Primed Steel." Louvers, grilles, covers, and access panels on mechanical and electrical components shall be removed and coated separately.

Interior surfaces of air ducts which are visible through grilles or louvers shall be coated with one application of flat black enamel, to limit of the sight line.

Exposed conduit, piping, and other mechanical and electrical components visible in public areas shall be painted.

Both sides and all surfaces, including edges and back of wood mounting panels for electrical and telephone equipment shall be finish coated before installing equipment.

**CLEANING.--**Upon completion of all operations, the coated surfaces shall be thoroughly cleaned of dust, dirt, grease, or other unsightly materials or substances.

Surfaces marred or damaged as a result of the Contractor's operations shall be repaired, at his expense, to match the condition of the surfaces prior to the beginning of the Contractor's operations.

**COATING SYSTEMS.--**The surfaces to be coated shall be as shown on the plans and as specified elsewhere in these special provisions. When a coating system is not shown or specified for a surface to be finish coated, the coating system to be used shall be as specified for the substrate material. The number of applications specified for each coating system listed herein is a minimum. Additional coats shall be applied if necessary to obtain a uniform color, texture, appearance, or required dry film thickness.

#### **SYSTEM 1- GALVANIZED METAL.--**

1 pretreat coat: vinyl wash pretreatment  
1 prime coat: galvanized metal primer  
2 finish coats: acrylic, exterior enamel, semi-gloss

#### **SYSTEM 2- GYPSUM BOARD.--**

1 prime coat: PVA wall sealer  
2 finish coats: acrylic, interior enamel, semi-gloss

#### **SYSTEM 3- STEEL AND OTHER FERROUS METALS.--**

2 prime coats: red oxide ferrous metal primer  
2 finish coats: alkyd, exterior enamel, semi-gloss

#### **SYSTEM 4- WOOD, PAINTED.--**

1 prime coat: alkyd, exterior wood primer  
2 finish coats: acrylic, exterior enamel, semi-gloss

#### **SYSTEM 5- WOOD, TRANSPARENT STAIN FINISH.--**

2 pretreat coats: transparent stain  
1 prime coat: polyurethane varnish, satin, reduced 25 percent by mineral spirits  
2 finish coats: polyurethane, varnish, satin

**COLOR SCHEDULE.--**Colors shall be as shown on the plans.

## 9.07 SUSPENDED CEILINGS

**GENERAL.**--This work shall consist of furnishing and installing suspended ceilings in accordance with the details shown on the plans and these special provisions.

Suspended ceilings shall consist of lay-in acoustical ceilings panels and an exposed grid suspension system. Listed fire rated assemblies shall be installed where shown on the plans.

**DESIGN REQUIREMENTS.**--The suspension system shall be designed to support the weight of ceiling panels, lighting fixtures, air terminals, service assemblies and such other items, not mentioned, which are supported by the suspended ceiling system.

The deflection of any component of the suspension system shall not exceed 1/360 of the span.

The suspension system shall be designed for seismic restraint in accordance with ASTM Designation: E 580.

Lighting fixture attachments shall be designed for a capacity of 100 percent of the lighting fixture weight acting in any direction.

**SUBMITTALS.**--Manufacturer's descriptive data and installation instructions and complete shop drawings of all supporting details, lighting fixture attachments, lateral force bracing, partition bracing and runner and panel layouts shall be submitted for approval.

### PRODUCTS.--

#### Acoustical panels.--

Acoustical panels shall be factory produced, lay-in panels, 610 mm x 1219 mm x 16 mm thick with random perforated. Panels shall conform to ASTM E 1264 Type III, form 2. Noise Reduction Coefficient (NRC) shall be minimum 0.65. Panels shall have a flame spread rating not exceeding 25.

#### Suspension system.--

Suspension system shall be galvanized steel, tee shaped main runners and cross runners and wall molding angles or channels conforming to ASTM Designation: C 635, intermediate duty or heavy duty. Runners shall have exposed flanges approximately one inch wide and positive interlocks between main runners and cross runners. Wall moldings shall have a 19 mm wide exposed face. Runners and moldings shall be bonderized and shall have a flat off-white color, factory painted finish unless otherwise shown on the plans.

#### Wire hangers.--

Wire hangers shall be 2.7 mm (12-gage) minimum, galvanized, soft-annealed, mild steel wire.

#### Assembly devices, splices, intersection connectors and expansion devices.--

Assembly devices, splices, intersection connectors and expansion devices shall be as recommended by the suspension system manufacturer.

### EXECUTION.--

**INSTALLATION.**--The suspended ceiling shall be installed square, level and true in accordance with the approved shop drawings, the manufacturer's installation instructions and the requirements of ASTM Designations: C 636 and E 580 and Uniform Building Code (UBC) Standard No. 25-2.

Hangers for the suspension system shall be spaced at not more than 1.2 m on centers and shall be saddle tied or wrapped around the main runner members.

Except as specified herein, all lighting fixtures, air terminals, services or other ceiling supported items shall be positively attached to the suspension system.

Lighting fixtures, air terminals, services or other items weighing less than 25 kg shall have, in addition to the requirements specified herein, two 2.7 mm (12-gage) hangers connected from the housing of the fixture, terminal, service or other items to the structure above. These hanger wires may be slack.

Lighting fixtures, air terminals, services or other items weighing more than 25 kg shall be supported directly from the structure above.

The ceiling shall be leveled to within 3 mm in 3.6 m.

**MAINTENANCE STOCK.--**Upon completion of the suspended ceiling work, one unopened carton of acoustical panels shall be delivered to a location at the project site designated by the Engineer.

## **9.08 CARPETING**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing carpeting, carpet cushion, adhesives and accessories in accordance with the details shown on the plans and these special provisions.

Carpeting and carpeting materials shall be rated by the manufacturer as suitable for heavy pedestrian traffic and as suitable for use under chairs with casters.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data for carpet, carpet cushion and adhesives, standard color and pattern line and installation instructions for all materials shall be submitted for approval.

**Samples.--**Carpet colors will be selected from the manufacturer's standard color and pattern line by the Engineer. After the color and pattern have been selected, one sample of carpet and carpet cushion at least 610 mm x 610 mm in size shall be submitted for approval.

#### **QUALITY ASSURANCE.--**

**Single source responsibility.--**Materials shall be produced by a single manufacturer for each type of carpet.

#### **DELIVERY, STORAGE AND HANDLING.--**

**Delivery.--**Materials shall be delivered to the job site in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number.

**Storage.--**Materials shall be stored in original undamaged packages and containers inside well ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

#### **MAINTENANCE.--**

**Maintenance instructions.--**Contractor shall furnish the manufacturer's instructions for maintenance of the installed work, including methods and frequency recommended for maintaining optimum condition under anticipated traffic and use conditions.

**Extra materials.--**After completion of the work, not less than 2 percent of each type and color of carpet, as well as usable scraps, shall be delivered to the Engineer at the jobsite. Accessories shall be furnished to properly complete the installation.

### **PART 2.- PRODUCTS**

#### **Carpet.--**

Carpet shall be third generation nylon, continuous filament yarn with a woven polypropylene backing. Yarn shall be solution dyed. Carpet constructions shall be textured loop, 3 mm gage minimum, pile height shall be between 4 mm and 6 mm with a yarn weight of not less than 950 g/m<sup>2</sup>. Carpet shall be permanently anti-static.



**Cushion.--**

Cushion shall be closed cell foamed rubber sheet, made from styrene-butadiene rubber (SBR), not less than 4 mm thick, weighing not less than 2105 g/m<sup>2</sup> with a top and bottom facing which will prevent liquid from being absorbed into the cushion.

**Adhesives.--**

Cushion to floor adhesive shall be pressure sensitive adhesive as recommended by the cushion manufacturer.

Carpet to cushion adhesive shall be a premium quality, multi-purpose carpet adhesive, compatible with the carpet backing and as recommended by the cushion manufacturer.

**Primer, sealant, leveling compound and crack filler.--**

Primer, sealant, leveling compound and crack filler shall be as recommended by the cushion manufacturer.

**Seaming adhesive.--**

Hot-melt seaming adhesive or similar product recommended by carpet manufacturer, shall be used for taping seams and butting cut edges at backing to form secure seams and prevent pile loss at seams.

**Edger strips.--**

Edger strips shall be commercial quality stainless steel or aluminum.

**PART 3.- EXECUTION****PREPARATION.--**

**General.--**Surfaces to receive carpet shall be free of cracks, localized depressions and bumps. Bumps shall be ground flat, holes, depressions and cracks shall be filled with leveling compound or crack filler.

Prior to installation of carpeting, the surface shall be dry broomed clean and free from paint, oil grease, mortar, plaster droppings, wax or other materials that will interfere with the adhesives.

New concrete shall be cured for not less than 30 days and free from parting or curing compound which interfere with the adhesives. Concrete surfaces shall be checked for dusting. Sealer shall be applied to dusting concrete surfaces.

Carpet, carpet cushion and adhesives shall be stored at a temperature not less than 19°C and a humidity not more than 65 percent for not less than 24 hours. Locations where carpet is to be installed shall be maintained between 19°C and 32°C for not less than 72 hours prior to and for 5 days following installation.

**INSTALLATION.--**

**Applying primer or sealer.--**Primer or sealer, when recommended by the manufacturer, shall be thoroughly brushed on the surface as recommended by the adhesive manufacturer and shall be thoroughly dry prior to application of adhesives.

**Installing cushion.--**Cushion shall be installed onto a continuous film of adhesive. Adhesive shall be applied in accordance with the manufacturer's instruction. Cushion shall be installed in the longest length possible with consideration for traffic patterns and seam placement. Cushion seams shall be at right angles to the carpet seams and not directly under carpet seams.

When cushion adhesive is tacky, place cushion onto the adhesive and adjust as necessary to insure there is no gap at seams and full contact is made with adhesive. Air bubbles shall be smoothed out to provide a level surface.

**Installing carpet.--**Carpet installation, seaming techniques and seaming cement shall be in accordance with the carpet manufacturer's recommendation.

Carpet shall be spread full width on cushion for 24 hours prior to installation.

Seam edges shall be trimmed using appropriate seam cutting tools prior to applying adhesives. Seams shall not be cut where cutting tools will penetrate the carpet cushion.

Carpet adhesive shall be spread uniformly over the cushion in accordance with the manufacturer's instructions. After sufficient time, carpet shall be firmly pressed into the adhesive using a roller weighing approximately 25 kg to ensure carpet has full contact with adhesive. Carpet shall be rolled in both directions.

Carpet shall be installed wall to wall in continuous lengths and widths as wide as possible; cut edges shall be trued and appropriately treated to form non-raveling seams where exposed. Excess carpet shall be trimmed to the wall using a wall trimmer adjusted to net trim.

Where carpet patterns or floor finish between rooms differ, pattern or material break shall occur at centerline of common wall; at door openings, the break shall occur at centerline of closed door.

Edger strips shall be installed at free edges.

#### **CLEANING.--**

**General.--**Debris and unusable scraps shall be removed and disposed of. Carpet shall be vacuumed using commercial machine with face-beater element.

Soiled spots, excessive adhesive or other unsightly material on the carpet shall be removed in accordance with the carpet manufacturer's recommendations. Where spots cannot be removed, carpet shall be replaced. Protruding face yarn shall be trimmed using sharp scissors.

#### **PROTECTION.--**

**General.--**The Contractor shall protect the carpet from heavy traffic or wear for 24 hours after completion of installation.

Contractor shall provide protective methods and materials as needed to ensure that carpeting will be without deterioration or damage at time of project completion.

### **DIVISION 10. SPECIALTIES**

#### **10.01 FIRE EXTINGUISHERS AND CABINETS**

##### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing fire extinguishers with cabinets or mounting brackets in accordance with the details shown on the plans and these special provisions.

##### **REFERENCES.--**

**General.--**Fire Extinguishers shall conform to the requirements in California Code of Regulations, Title 19 Division 1, Chapter 3, "Portable Fire Extinguishers."

##### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data and installation instructions shall be submitted for approval.

##### **QUALITY ASSURANCE.--**

**Codes and standards.--**Fire extinguishers shall be Underwriters Laboratories or Factory Mutual Laboratories approved for the type, rating and classification of extinguisher specified.

##### **PART 2.- PRODUCTS**

##### **MANUFACTURER'S.--**

**Acceptable manufacturers.--**Subject to contract compliance, manufacturers shall be J. L. Industries; Larsen's Manufacturing; Potter-Roemer; or equal.

## **COMPONENTS.--**

### **Fire extinguisher.--**

Fire extinguisher shall be fully charged, multi-purpose dry chemical type, with charge indicator, hose and nozzle, and attached service record tag. Fire extinguisher shall be of the capacity and type rating shown on the plans.

### **Mounting bracket.--**

Mounting bracket shall be the manufacturer's standard painted, surface mounted type.

### **Fire extinguisher cabinet.--**

Fire extinguisher cabinet shall be factory fabricated, constructed of steel with a clear plastic panel in a steel door frame, and shall have a baked enamel finish. Color to be selected by the Engineer from the manufacturer's standard colors.

Fire extinguisher cabinet shall be surface mounted or semi-recessed as shown on the plans.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**Fire extinguishers shall be installed in locations and at mounting heights shown on the plans, or if not shown, at a height of 1220 mm from the finished floor to the top of the fire extinguisher.

Fire extinguisher mounting brackets and cabinets shall be attached to structure, square and plumb, in accordance with the manufacturer's recommendations.

### **IDENTIFICATION.--**

**Bracket-mounted.--**Extinguishers shall be identified with red letter decals spelling "FIRE EXTINGUISHER" applied to wall surface. Letter size, style and location as selected by the Engineer.

**Cabinet-mounted.--**Extinguishers in cabinets shall be identified with letter spelling "FIRE EXTINGUISHER" applied to the cabinet door. Letter size, styles, and color shall be selected by the Engineer from manufacturer's standard arrangements.

### **SERVICING.--**

**General.--**Fire extinguishers shall be serviced, charged, and tagged not more than 5 days prior to contract acceptance.

## **10.02 TACKBOARDS**

**GENERAL.--**This work shall consist of furnishing and installing tackboards in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, color and texture samples and installation instructions shall be submitted for approval. Color and texture will be selected by the Engineer after the award of the contract.

### **PRODUCTS.--**

#### **Tackboards.--**

Tackboards shall be textured plastic coating on cotton-fabric, pressure laminated to 6 mm thick cork underlayment. Cork underlayment shall be bonded to a 6 mm thick hardboard backing. Tackboard dimensions shall be as shown on the plans.

**Border moldings.--**

Border moldings shall be factory applied, extruded clear anodized aluminum trim.

**EXECUTION.--**

**INSTALLATION.--**Tackboards shall be installed rigidly, securely, plumb and true, and in accordance with the manufacturer's recommendations.

**10.03 MARKER BOARDS**

**GENERAL.--**This work shall consist of furnishing and installing a marker boards in accordance with the details shown on the plans and these special provisions.

One felt eraser and 12 felt tipped liquid chalk markers of assorted colors shall be furnished for each marker board installed.

**SUBMITTALS.--**Manufacturer's descriptive data and installation instructions shall be submitted for approval.

**PRODUCTS.--****Marker board.--**

Marker board shall conform to Porcelain Enamel Institute Standard PEI-S-104, and shall be porcelain enamel surface on 0.61 mm thick (24-gage) sheet steel pressure laminated to 6 mm thick tempered hardboard. Hardboard shall have a backing of 0.38 mm nominal thickness aluminum sheet. Enamel surface shall be suitable for marking with felt tipped liquid chalk markers and erasing with a felt eraser or dry cloth. The enamel surface shall be white in color.

Marker board dimensions shall be as shown on the plans.

**Trim and marker tray.--**

Trim and marker tray shall be factory installed, satin finish, clear anodized aluminum extrusions.

**EXECUTION.--**

**INSTALLATION.--**Marker boards shall be installed rigidly, securely, plumb and true in accordance with the manufacturer's instructions.

**10.04 METAL TOILET PARTITIONS**

**GENERAL.--**This work shall consist of furnishing and installing metal toilet partitions in accordance with the details shown on the plans and these special provisions.

Metal toilet partitions shall consist of panels, doors, pilasters, urinal screens, fasteners, anchorages and hardware. Internal reinforcement shall be provided at all fasteners, anchorages, hardware and accessories.

Doors, panels, pilasters, and urinal screens shall have a factory applied, baked on enamel finish consisting of not less than one prime coat over a chemically pretreated base followed by at least one baked on enamel finish coat.

**SUBMITTALS.--**Manufacturer's descriptive data, standard color palette, installation instructions and shop drawings shall be submitted for approval.

Colors will be selected from the manufacturer's standard color palette by the Engineer after the award of the contract.

Shop drawings shall show the plan layout, door and panel elevations and all details required for the complete installation and anchorage of the partition system.

## **PRODUCTS.--**

### **Doors and panels.--**

Doors and panels shall be flush, 25 mm minimum thickness, formed of two 0.86 mm (22-gage) minimum thickness, galvanized steel sheets over a honeycomb core. Doors and panels shall have formed edges sealed with a continuous oval crown locking strip, and shall be mitered, welded and finished at the corners.

Doors shall have controlled action hinges, with vertical pintle and ball bearing roller operating on adjustable cams, or moving parts of nylon and stainless steel. Top pivots shall be recessed into edges of doors.

Doors shall be provided with slide bar latch and a combination coat-hat hook and door stop, except as otherwise specified.

Doors on stalls designed for use by the disabled shall be provided with a grip and turn latch, combination coat-hat hook and door stop, and U-shaped door pulls immediately below the latch on the inside and outside of the door.

### **Pilasters.--**

Pilasters shall be 32 mm thick, of the same construction as the doors and panels, except face sheets shall be 1.3 mm for galvanized steel and 1.2 mm for stainless steel (18-gage), with adjustable, leveling base incorporating two 9.5 mm diameter stud expansion anchors with leveling nuts.

### **Urinal screens.--**

Urinal screens shall be wedge type, wall-mounted, and of the same construction as the doors and panels, except face sheets shall be 1.0 mm (20-gage) minimum thickness. All fasteners shall be concealed.

### **Fasteners and anchorages.--**

Fasteners and anchorages shall be stainless steel with vandal resistant heads.

### **Hardware.--**

Hardware shall be highly polished chromium plated, cast alloy, or heavy duty anodized aluminum.

### **Pilasters anchors.--**

Pilasters anchors shall be integral stud anchor type or internally threaded expansion sleeve type with single cone expander. Self-drilling type anchorage shall not be used.

### **Pilaster shoes.--**

Pilaster shoes shall be one-piece, stainless steel, with concealed hold down clips, and of sufficient height to completely cover the base and anchors.

## **EXECUTION.--**

**INSTALLATION.--**Metal toilet partitions shall be installed rigidly, securely, plumb, and true and in accordance with the manufacturer's recommendations. Tops and bottoms of doors shall align with tops and bottoms of panels, and all horizontal lines shall be level.

Rigid backing shall be provided in walls to receive anchorages.

Panels shall be anchored with at least 3 brackets at each wall and pilaster. Two anchors shall be used to fasten each pilaster base to the floor.

Doors shall not bind during opening and closing. The clearance between the door edges and pilasters shall be uniform, equidistant, and shall not exceed 5 mm. Hinges shall be adjusted to hold doors ajar when unlatched. Doors on stalls designed for use by the disabled shall return to the closed position.

Drilling, cutting and fitting of wall and floor finishes shall be concealed by the completed installation.

**CLEAN-UP.--**Toilet partitions shall be cleaned, polished and free of all defects. Chipped, dented, scratched, or otherwise damaged work shall be replaced at the Contractor's expense.

## **10.05 LOUVERS**

**GENERAL.**--This work consists of furnishing and installing louvers in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.**--Manufacturer's descriptive data and installation instructions shall be submitted for approval.

### **PRODUCTS.**--

#### **Louvers.**--

Louvers shall be factory fabricated units of galvanized steel sheet not less than 1.63 mm thick (16-gage), conforming to ASTM Designation: A 653/A 653M, G90 (Z275) zinc coating, mill phosphatized. with standard "Z" type blades, and removable bronze 16 x 16 mesh insect screens mounted on the inside of the units.

Louvers shall have integral caulking strips and retaining beads.

The finish on louvers shall be baked on primer and fluorocarbon polymeric resin.

#### **Fasteners.**--

Fasteners shall be of same basic metal and alloy as fastened metal or 300 Series stainless steel, unless otherwise indicated. Do not use metals that are incompatible with joined materials.

#### **Bituminous Paint.**--

Bituminous paint shall be cold-applied asphalt emulsion complying with ASTM Designation: D 1187.

### **EXECUTION.**--

**INSTALLATION.**--Louvers shall be installed in accordance with the manufacturer's instructions. The completed louver installation shall be weather tight.

**PAINTING.**--Louvers shall be cleaned, prepared and painted in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

## **10.06 CAR KEY RACK**

### **PART 1.- GENERAL**

#### **SUMMARY.**--

**Scope.**--This work shall consist of furnishing and installing a pursuit car key rack in accordance with the details shown on the plans and in accordance with these special provisions.

### **PART 2.- PRODUCTS**

**Pursuit car key rack.**--Rack shall be wall mounted and made from a plywood backing with pine wood dowels and pine border molding. Finished surfaces shall receive a plastic laminated coating. Dimensions shall be as shown on the plans.

### **PART 3.- EXECUTION**

**INSTALLATION.**--Rack shall be installed rigidly, securely, plum, and true.

## **10.07 SIGNS**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing building signs in accordance with the details shown on the plans and these special provisions.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data for sign materials, colors and graphics, and for fastening hardware and material shall be submitted for approval.

### **PART 2.- PRODUCTS**

#### **Plastic signs (permanent room identification).--**

Plastic signs for permanent room identification for other than restrooms shall be scratch resistant, non-static, fire retardent, washable melamine laminate with a non-glare surface, not less than 3 mm thick. Letters and numbers shall be upper case Helvetica, 25 mm in height, 0.80 mm above and integral with sign material, accompanied by Grade 2 Braille.

Grade 2 Braille dots shall be 2.5 mm on centers in each cell with 5 mm space between cells. Dots shall be raised a minimum of 0.6 mm above the background.

#### **Plastic sign (restroom).--**

Plastic sign for restroom shall be not less than 6 mm acrylic plastic. Sign background shall be blue and shall conform to Federal Standard 595B, Color No. 15090. Male/female symbol and lettering shall be white and shall conform to Federal Standard 595B, Color No. 17886.

Male restroom identification shall be a male symbol on an equilateral triangle with edges 305 mm long and a vertex pointing upward.

Female restroom identification shall be a female symbol on a 305 mm diameter circle.

#### **Accessible building entrance sign.--**

Accessible building entrance sign shall be not less than 3 mm acrylic plastic, not less than 102 mm x 102 mm, with the international symbol of accessibility.

Sign background shall be blue and shall conform to Federal Standard 595B, Color No. 15090. Symbol and border shall be white and shall conform to Federal Standard 595B, Color No. 17886.

#### **Self-luminous sign (exit).--**

Self-luminous sign shall be internally illuminated, self-luminous exit sign powered by permanent integral tritium gas source. Sign shall be listed by the California State Fire Marshal, and UL or other approved testing laboratory.

Sign housing shall be ABS molding. Faceplate shall be acrylic.

#### **Fastening hardware and material.--**

Fastening hardware and material shall be as recommended by the sign manufacturer. Fasteners shall be noncorrosive.

### **PART 3.- EXECUTION**

**Installation.--**Plastic signs for room identification and restrooms shall be fastened or secured to clean, finished surfaces in accordance with the sign manufacturer's instructions. Signs shall be installed at a location and height as shown on the plans.

Metal signs shall be attached securely with galvanized or cadmium plated fasteners.

Fastening hardware and material shall be installed within the sign as shown on the plans.

#### **10.08 WOOD BENCHES**

**GENERAL.--**This work shall consist of furnishing and installing wood benches in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data and installation instructions shall be submitted for approval.

#### **PRODUCTS.--**

**Acceptable manufacturer's.--**Subject to compliance with these requirements, manufacturer's shall be Penco Products, Inc.; Republic Storage Systems, Inc.; Interior Steel Equipment Co.; or equal.

#### **Seat.--**

Seat shall be factory fabricated, laminated seat units of solid birch or other suitable, dense hardwood and manufacturer's standard clear coating. Seat units shall be approximately 240 mm wide by 32 mm thick, in lengths as shown on the plans. Edges of the seat shall be rounded and all surfaces shall be smooth and free of splinters which would snag clothing or skin.

#### **Supports assemblies.--**

Supports assemblies shall be standard steel pedestal assemblies with continuously welded top and bottom flange fittings. Flanges shall have provisions for fasteners to the floor and securing to the bench. Pedestal diameter shall be not less than 32 mm. Pedestal color and finish shall be selected from the manufacturer's standard colors.

#### **Fasteners.--**

Fasteners for fastening seat units and support assemblies shall be the manufacturer's standard fasteners for the purpose intended.

### **PART 3.- EXECUTION**

**Installation.--**Bottom flange fittings of the support assemblies shall bear solidly on the floor without rocking and shall be fastened rigidly and securely to the floor in accordance with the manufacturer's recommendations.

#### **10.09 FOLDING PARTITION WALL**

**GENERAL.--**This work shall consist of furnishing and installing a folding partition wall in accordance with details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, a materials list, shop drawings, and finish options shall be submitted for approval.

Descriptive data shall show the manufacturer's name and the sound transmission class (STC) rating and shall indicate conformance to these special provisions for the partition and the track and trolley construction.

Material list shall indicate all items proposed to be furnished and installed under this section of these special provisions.

Shop drawings shall show elevations of the folding partition wall, details of the head, jamb, and sill, and other details, not mentioned, which are required for the complete installation and anchorage of the wall.

Finish options shall show the manufacturer's standard color palette and finish information. Color and finish will be selected by the Engineer after the award of the contract.



## **PRODUCTS.--**

### **Folding partition.--**

Folding partition shall be factory assembled wood or steel core panels with a laminated textured vinyl finish. Partitions shall be complete with all necessary installation and operation hardware. Partitions shall be adjustable to compensate for out-of-plumb conditions or minor wall irregularities and shall provide a positive perimeter seal between the partition and the building structure. The installed partition shall have a sound transmission class of not less than STC 35. Partitions shall have double end posts. Partitions shall be Modernfold, Soundmaster 8; Panelfold, Sonicwal 44; or equal.

### **Track and trolley.--**

Track and trolley shall be partition manufacturer's standard overhead metal track and trolley. Track shall have accessible, adjustable leveling devices, integral ceiling contact guard and standard switch curves as shown on the plans.

### **Finish hardware and accessories.--**

Finish hardware and accessories shall be partition manufacturer's standard pulls, latches, trim, molding, strikes, seals, and other finish accessories required for a complete and operable installation. Pulls may be of wood or metal. Latches shall be metal. Pulls and latches shall be operable from both sides of the partition at each end of the partition.

## **EXECUTION.--**

**INSTALLATION.--**The folding partition wall shall be installed securely, plumb, and true in accordance with the manufacturer's recommendations and the approved shop drawings. The installed folding partition wall shall be clean and free of damage and shall operate quietly, smoothly and stack neatly and compactly. The dimensions and conditions of the opening shall be verified prior to installation to ensure proper installation and fit of the partition wall assembly.

The track shall be installed in such a manner that it may be leveled during installation. The level adjustment hardware shall remain accessible after installation for future adjustment. The track shall be installed securely with flush hairline joints.

## **10.10 FREE STANDING STEEL SHELVING**

**GENERAL.--**This work shall consist of furnishing and installing free standing steel shelving in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data, installation instructions and standard color palette shall be submitted for approval. The color will be selected by the Engineer after the award of the contract.

## **PRODUCTS.--**

### **Shelving.--**

Shelving shall be factory fabricated steel shelves and supports capable of supporting loads of 1200 Pa of shelf area. Shelves shall not deflect more than 8 mm when subjected to the loads specified herein and shall show no permanent deflection after removal of such loads. Shelves shall be supported and attached by means of clips. Studs or bolts shall not be used. Shelves shall be adjustable in vertical increments of 75 mm or less. Shelving shall be of the approximate dimensions and number shown on the plans and shall have a baked enamel finish.

**EXECUTION.--**Free standing steel shelving shall be installed in accordance with the manufacturer's instructions.

## **10.11 TOILET AND SHOWER ACCESSORIES**

### **PART 1.- GENERAL**

**Scope.--**This work shall consist of furnishing and installing toilet and shower accessories in accordance with the details shown on the plans and these special provisions.

### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data and installation instructions and details shall be submitted for approval.

### **PART 2.- PRODUCTS**

#### **Toilet tissue dispenser.--**

Toilet tissue dispenser shall be dual roll, surface mounted, stainless steel with satin finish, approximately 150 mm x 290 mm x 150 mm deep. Dispenser shall utilize standard toilet tissue rolls. The top roll shall automatically drop into place after the bottom roll is depleted. One dispenser per toilet stall.

#### **Combination paper towel dispenser and waste receptacle.--**

Combination paper towel dispenser and waste receptacle shall be semi-recessed unit of stainless steel with satin finish. The approximate size shall be 355 mm x 1880 mm x 190 mm deep with 102 mm skirt. The paper towel dispenser shall have a capacity of 1000 single fold paper towels. The waste receptacle shall have a capacity of not less than 37 liters. One unit per lavatory.

#### **Toilet seat cover dispenser.--**

Toilet seat cover dispenser shall be white plastic dispenser, approximately 210 mm x 320 mm x 48 mm deep, single pack. One dispenser per toilet stall.

#### **Napkin receptacle.--**

Napkin receptacle shall be wall hung, white enameled sheet steel napkin receptacle with hinged top and bottom, disposable liner, approximate 3.8 liter capacity container. One receptacle per women's toilet stall.

#### **Clothes hook.--**

Clothes hook shall be stainless steel clothes hook with 2 prongs.

#### **Liquid soap dispenser.--**

Liquid soap dispenser shall be surface mounted, heavy duty plastic dispenser for industrial use with a capacity of at least 710 mL. One dispenser per lavatory.

#### **Mirror, wall hung.--**

Mirror, wall hung shall be Number 1 quality, 6 mm thick, electrolytically copper plated float or plate glass mirror with nonmoisture-absorbing filler. Mirror shall have a heavy gage galvanized steel back and stainless steel frame. The frame shall have a satin finish and shall be mitered and welded and the corners shall be ground smooth. Fasteners shall not penetrate surfaces of the frame exposed to view. Mirror shall conform to Federal Specification: DD-M-411b and shall be guaranteed against silver spoilage for not less than 10 years.

#### **Steel grab bars.--**

Steel grab bars shall be stainless steel, 38 mm diameter bars and escutcheon covered integral mounting flanges.

#### **Folding seat.--**

Folding seat shall be factory fabricated with teakwood or woodgrain phenolic slats, Type 304 stainless steel tube frame with satin finish, wall bracket and hinge. Wood slats shall be factory stained and varnished. Size shall be as shown on the plans. Folding seat shall be Bradley, Bobrick, or equal.

**Privacy curtain.--**

Privacy curtain shall be flame resistant, one-way draw, nylon reinforced, anti-bacterial vinyl fabric. Curtain shall be 1.8 meters long.

Privacy curtain rod shall be stainless steel, fixed mounted shower rod with stainless steel mounting plates.

**PART 3.- EXECUTION**

**Installation.--**Toilet and shower accessories shall be installed in accordance with the manufacturer's recommendations. Fasteners for mounting accessories shall be concealed and tamper proof.

Expansion anchors shall be used for mounting accessories on masonry or concrete walls.

Toilet and shower accessories shall be mounted after painting work is complete.

All toilet room accessories shall be mounted plumb, secure and rigid. Grab bars shall be supported adequately so the bars will withstand an applied load of 113 kg at any point.

Support assembly for folding seat shall bear solidly on the wall without rocking and shall be fastened rigidly and securely to the wall in accordance with the manufacturer's recommendations.

**10.12 WARDROBE LOCKERS****PART 1.- GENERAL****SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing wardrobe lockers in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data, installation instructions, and standard color palette shall be submitted for approval.

Unless otherwise shown on the plans, the color will be selected by the Engineer from the standard color palette after the award of the contract.

**PART 2.- PRODUCTS****ACCEPTABLE MANUFACTURERS.--**

**Available manufacturers.--**Subject to conformance with the contract provisions, metal lockers shall be Art Metal Products; Lyon Metal Products; Republic Storage Systems; or equal.

**Lockers.--**

Lockers shall be standard, factory fabricated steel units. Framing shall be 1.52 mm thick (16-gage) and face sheets shall be 0.61 mm (24-gage), except door face sheets shall be 1.5 mm (16-gage).

Lockers shall be equipped with the following: hat shelf located approximately 255 mm below the top of the wardrobe locker, side to side coat rod, coat hook, louver vents at top and bottom of door, nonbreakable grip and turn handle, provisions for a padlock, lockbar with 3-point latching contact with door frame and 1 1/2 pair full looped leaf hinges.

The approximate dimensions of the wardrobe lockers shall be 380 mm wide, 457 mm deep and 1829 mm high.

**Closed base.--**

Closed base shall be the manufacturer's standard continuous 152 mm base, fabricated of the same material and designed for use with the lockers provided. Bottoms shall be flanged inward for stiffening. Bases shall have the same finish as the locker units.

**Top.--**

Top shall be the manufacturer's standard continuous sloping top with end closure as needed, fabricated of the same material and designed for use with the lockers provided. Tops shall have the same finish as the locker units.

**FABRICATION.--**

**Shop assembly.--**Lockers shall be fabricated square, rigid, and without warp, with metal faces flat and free of dents or distortion.

Frame joints and seams shall be welded. Exposed welds shall be ground smooth. Hinge and latch connections shall be welded or riveted.

Bolts shall be used for assembly and mounting lockers components. Bolt or rivet heads on fronts of locker doors or frame shall not be exposed.

**Factory finish.--**Lockers shall be chemically pretreated with degreasing and phosphatizing process. Wardrobe lockers shall have a baked enamel finish on all surfaces, exposed and concealed.

**PART 3.- EXECUTION**

**Installation.--**Lockers shall be mounted on closed bases at locations shown in accordance with the manufacturer's instructions for plumb, level, rigid, and flush installation.

Wardrobe lockers shall be bolted together at tops and bottoms. The backs of the end lockers shall be bolted to wall anchors with 6 mm bolts installed near the tops of the wardrobe lockers as recommended by the locker manufacturer.

Trim, sloping tops, and metal filler panels, if required, shall be installed using concealed fasteners to provide flush, hairline joints against adjacent surfaces.

The number of lockers shall be as shown on the plans.

**10.13 MOP HOLDER**

**GENERAL.--**This work shall consist of furnishing and installing a mop holder in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive data shall be submitted for approval.

**PRODUCTS.--****Mop holder.--**

Mop holder shall hold 3 mops and shall be fabricated of heavy gauge stainless steel with a polished satin finish. Mop holder consists of spring loaded rubber cams on plated steel retainers. Mop holder shall be Bradley, Model 9953; Bobrick, Model B-223x24; Gamco, Model MS1; or equal.

**EXECUTION.--**

**INSTALLATION.--**Mop holder shall be installed rigidly and securely.

**DIVISION 11. EQUIPMENT****11.01 GAS COOKTOP UNIT AND HOOD**

**GENERAL.--**This work shall consist of furnishing and installing a gas cooktop unit and exhaust hood as shown on the plans.

**SUBMITTALS.**--Manufacturer's descriptive data and installation instructions shall be submitted for approval.

**PRODUCTS.**--

**Cooktop unit.**--

Cooktop unit shall be a 2 burner gas operated unit with an automatic pilotless ignition (120-VAC). Cooktop surface shall be white porcelain enameled.

**Vented hood.**--

Vented hood shall be 762 mm in width, washable aluminum filters, with a 2-speed fan, 120 VAC. Color to match cooktop unit. The hood vent shall be terminated through the roof to a roof cap.

**EXECUTION.**--

Installation shall be as recommended by the manufacturer.

**DIVISION 12. FURNISHINGS**

**12.01 HORIZONTAL BLINDS**

**PART 1.- GENERAL**

**SUMMARY.**--

**Scope.**--This work shall consist of furnishing and installing horizontal blinds in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.**--

**Product data.**--Submit product data for each type of product indicated. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions.

**Shop Drawings.**--Show location and extent of horizontal louver blinds. Include elevations, sections, details, and dimensions not shown in Product Data. Show installation details, mountings, attachments to other Work, operational clearances, and relationship to adjoining work.

**DEFINITIONS**

Miniblind.--Venetian blind with nominal 25-mm wide louver slat.

**QUALITY ASSURANCE**

**Source Limitations.**--Obtain horizontal louver blinds through one source from a single manufacturer.

**Fire-Test-Response Characteristics.**--Provide horizontal louver blinds with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL. Fire retardancy and label shall conform to Title 19 CCR, Division 1, Chapter 8.

**DELIVERY, STORAGE, AND HANDLING**

Deliver blinds in factory packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in a window treatment schedule.

## PROJECT CONDITIONS

**Environmental Limitations.**--Do not install horizontal louver blinds until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

**Field Measurements.**--Where horizontal louver blinds are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

## PART 2.- PRODUCTS

**Manufacturers.**--Subject to compliance with requirements, provide products by one of the following: Hunter Douglas Window Fashions; Levolor Contract; a Newell Company; Levolor; Verosol USA, Inc. or equal.

### Horizontal blinds.--

Louver slats shall be aluminum, alloy and temper recommended by producer for type of use and finish indicated; with crowned profile. Nominal slat width shall be 25 mm for miniblinds. Ionized coating shall be antistatic, dust-repellent, baked polyester finish. Headrail/Valance shall be decorative, integrated headrail/valance not requiring a separate valance or end brackets for finished appearance; formed steel or extruded aluminum; long edges returned or rolled; fully enclosing operating mechanisms on three sides and ends; capacity for one blind per headrail. Bottom rail shall be formed-steel or extruded-aluminum tube, sealed with plastic or metal capped ends bottom contoured for minimizing light gaps; with enclosed and protected ladders and tapes to prevent their contact with sill.

## PART 3.- EXECUTION

### FABRICATION

**Product Standard and Description.**--Comply with AWCMA Document 1029, unless otherwise indicated, for each horizontal louver blind designed to be self-leveling and consisting of louver slats, rails, ladders, tapes, lifting and tilting mechanisms, cord, cord lock, tilt control, and installation hardware.

**Blind units installed between (Inside) jambs.**--Width equal to 6 mm per side or 12 mm total, plus or minus 3 mm, less than jamb-to-jamb dimension of opening in which each blind is installed. Length equal to 6 mm, plus or minus 3 mm, less than head-to-sill dimension of opening in which each blind is installed.

**Installation Brackets.**--Designed for easy removal and reinstallation of blind, for supporting headrail and operating hardware, and for hardware position and blind mounting method indicated.

**Installation Fasteners.**--Not fewer than two fasteners per bracket, fabricated from metal noncorrosive to blind hardware and adjoining construction; type designed for securing to supporting substrate; and supporting blinds and accessories under conditions of normal use.

**Metal finish.**--For components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

### INSTALLATION

Horizontal blinds shall be installed in accordance with the manufacturer's instructions. Blinds shall be installed to provide a smooth uniform working operation.

**Cleaning.**--If vanes become soiled, they shall be wiped or sponged using a mild detergent and warm water solution.

## **DIVISION 13. AND 14. (BLANK)**

## **DIVISION 15. MECHANICAL**

### **15.01 MECHANICAL WORK**

#### **GENERAL.--**

**Scope.--**This work shall consist of performing mechanical work in accordance with the details shown on the plans and these special provisions.

Mechanical work shall include furnishing all labor, materials, equipment and services required for providing heating, ventilating, air conditioning, plumbing and liquefied petroleum gas (LPG) systems.

Earthwork, foundations, sheet metal, painting, electrical, and such other work incidental and necessary to the proper installation and operation of the mechanical work shall be in accordance with the requirements specified for similar type work elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of pipes, ducts, etc., and location of equipment is to be governed by structural conditions and obstructions. Equipment requiring maintenance and inspection is to be readily accessible.

**Related work.--**Roof penetrations shall be flashed and sealed watertight in accordance with the requirements specified under "Metal Roofing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

#### **SUBMITTALS.--**

**Product data.--**A list of materials and equipment to be installed, manufacturer's descriptive data, and such other data as may be requested by the Engineer shall be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions for plumbing fixtures, and component layout shall be included where applicable.

Manufacturer's descriptive data shall be submitted for, but not limited to the following:

- Access Door
- Air Conditioner
- Balance Damper
- Ball Valve
- Ceiling Diffuser
- Cleanout through floor
- Cleanout to grade
- Combination Heat Lamp/Light/Fan
- Exhaust Fan
- Flexible Connection
- Flexible Ductwork
- Floor Drain
- LPG Gas Valve
- Gate Valve
- Hose Faucet
- Insulating Union
- Kitchen Sink
- Lavatory
- LPG Tank
- Mop Sink
- Piping
- Pressure Gauge
- Pressure Regulator
- Return Register

Rigid Ductwork  
Thermostat  
Trap Primer  
Urinal  
Valve Box  
Water Closet  
Water Hammer Arrestor  
Gas Water Heater  
Shower Fittings

#### **CLOSEOUT SUBMITTALS.--**

**Operation and maintenance manuals.--**Prior to the completion of the contract, 3 identified copies of the operation and maintenance instructions with parts lists for the equipment specified herein shall be delivered to the Engineer at the jobsite. The instructions and parts lists shall be indexed and bound in a manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material shall be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

Operation and maintenance manuals shall be submitted for, but not limited to the following equipment:

Air Conditioner  
Thermostat  
Water Heater (LPG gas)

#### **QUALITY ASSURANCE.--**

**Codes and standards.--**Mechanical work, including equipment, materials and installation, shall conform to the California Building Standards Code, Title 24, and to the California Code of Regulations, Title 8, Chapter 4, Division of Industrial Safety (DIS).

#### **WARRANTY.--**

**Warranties and guarantees.--**Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

#### **SYSTEM IDENTIFICATION.--**

**Piping, ducts, valves and equipment.--**Identification of piping, ducts, valves and equipment shall be as shown on the plans or these special provisions:

**Equipment.--**All equipment shall be identified with a plastic laminated, engraved nameplate which bears the unit mark number as indicated on the drawings (for example, AC-4). Provide 13 mm high lettering, white on black background. Nameplates shall be permanently secured to the unit.

### **15.02 SHOWER FITTINGS**

#### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing shower fittings in accordance with the details shown on the plans and these special provisions.



## **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive data and installation instructions shall be submitted for approval.

## **QUALITY ASSURANCE.--**

**Codes and standards.--**Shower fittings shall conform to the requirements of the California State Accessibility Standards contained in the California Building Standards Code, Title 24.

## **PART 2.- PRODUCTS**

### **Shower fittings.--**

Showers shall be provided with the following fittings: chromium plated steel hand-held shower head with ball joint, chromium plated 1525 mm long flexible shower spray hose, chromium plated fixed shower head, chromium plated metal outlet drain with removable strainer, chromium plated single lever control thermostatic mixing valve with control cartridge with no metal to metal wearing surface, and a lever operated shower head selector.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**Shower fittings shall be installed with the manufacturer's instructions. All joints shall be sealed and caulked watertight.

## **15.03 PIPE, FITTINGS AND VALVES**

### **PART 1.- GENERAL**

### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing pipes, fittings and valves in accordance with the details shown on the plans and these special provisions. Pipe, fittings and valves shall include such plumbing and piping accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the plumbing and piping systems.

All piping insulation and associated material shall be in accordance with the requirements specified under "Mechanical Insulation," in this Division 15.

The pipe sizes shown on the plans are nominal pipe size. No change in the pipe size shown on the plans shall be permitted without written permission from the Engineer.

The pipe and fitting classes and material descriptions shall be as specified herein. No change in class or description shall be permitted without written permission from the Engineer.

### **QUALITY ASSURANCE.--**

**Codes and standards.--**Pipe, fittings and valves shall be installed in accordance with the requirements in the latest edition of the Uniform Plumbing Code, the manufacturer's recommendations, and the requirements specified herein.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **PIPE AND FITTINGS --**

##### **Class/Description**

##### **A1.--**

Schedule 40 galvanized steel pipe conforming to ASTM Designation: A 53, with 1040 kPa galvanized malleable iron banded screwed fittings and galvanized steel couplings. The weight of the zinc coating shall be not less than 90 percent of that specified in ASTM Designation: A 53.

##### **A2.--**

Schedule 40 galvanized steel pipe conforming to ASTM Designation: A 53, with black cast iron recessed drainage fittings. The weight of the zinc coating shall be not less than 90 percent of that specified in ASTM Designation: A 53.

##### **B2.--**

Schedule 40 black steel pipe conforming to ASTM Designation: A 53, with 1040 kPa black malleable iron banded screwed fittings and black steel couplings.

Steel pipe coating, where required, shall be factory applied plastic. Pipe coating shall be Standard Pipe Protection, X-Tru-Coat (0.50 mm thick); Pipe Line Service Corporation, Republic; 3M Company, Scotchkote 205 (0.30 mm thick); or equal.

##### **C1.--**

Hub and plain end cast iron soil pipe with neoprene gaskets conforming to Cast Iron Soil Pipe Institute's Standard 301. Pipe, fittings and gaskets shall be of one manufacturer.

##### **C2.--**

Hubless cast iron soil pipe with neoprene gaskets, corrugated stainless steel shields and stainless steel clamps conforming to Cast Iron Soil Pipe Institute's Standard 301. Joint materials shall be furnished by pipe manufacturer.

##### **H1.--**

Type DWV hard copper tubing conforming to ASTM Designation: B 306, with DWV drainage fittings, stop type couplings and threaded adapters.

##### **H2.--**

Type K hard copper tubing conforming to ASTM Designation: B 88, with wrought copper or cast bronze solder joint pressure fittings, stop type couplings and threaded adapters. Solder shall be lead-free.

##### **H3.--**

Type L hard copper tubing conforming to ASTM Designation: B 88, with wrought copper or cast bronze solder joint pressure fittings, stop type couplings and threaded adapters. Solder shall be lead-free.

##### **Unions (for steel pipe).--**

Unions (for steel pipe) shall be 1730 kPa, threaded malleable iron, ground joint, brass to iron seat, galvanized or black to match piping.

##### **Unions (for copper pipe).--**

Unions (for copper pipe) shall be 1040 kPa cast bronze, ground joint, bronze to bronze seat with silver brazing threadless ends or 860 kPa cast brass, ground joint, brass to brass seat with threaded ends.

**Unions (waste and flush pipes).--**

Unions (for brass waste and flush pipes) shall be joint unions with soft rubber or leather gaskets. Unions shall be placed on the fixture side of the traps.

**Insulating union.--**

Insulating union or flange as applicable shall be suitable for the service on which used. Connections shall be constructed such that the 2 pipes being connected are completely insulated from each other with no metal to metal contact. Insulating couplings shall not be used. Insulating union shall be F. H. Maloney; Central Plastics; EPCO; or equal.

**Insulating connection (to hot water tanks).--**

Insulating connection (to hot water tanks) shall be 150 mm minimum, flexible copper tubing with dielectric union at each end and designed to withstand a pressure of 1040 kPa and a temperature of 93°C.

**VALVES.--****Gate valve (65 mm and smaller).--**

Gate valve (65 mm and smaller) shall be bronze body and trim, removable bonnet and non rising stem, Class 125 and same size as pipe in which installed. Gate valve shall be Crane, 438; Nibco Scott, T-113; Jenkins, 370; or equal.

**Ball valve.--**

Ball valve shall be two piece, minimum 2760 kPa WOG, bronze body and chrome plated or brass ball with full size port. Valve shall be Nibco Scott, T-580; Watts, B-6000; Kitz, 56; or equal.

**LPG gas valve.--**

LPG gas valve shall be listed, 1730 kPa (minimum) WOG bronze ball valve. Valve shall be Jenkins, Model 30-A; Crane, Accesso; Watts; or equal.

**FAUCET.--****Hose faucet.--**

Hose faucet shall be compression type, angle pattern, wall flange at exterior locations, tee handle, 20 mm female thread with hose end, rough chrome or nickel plated finish for locations inside building, rough brass finish for others. Hose faucet shall be supplied with an integral or nonremovable threaded outlet vacuum breaker which meets the requirements of the American Society of Sanitary Engineering (ASSE) Standard: 1011. Hose faucet shall be Nibco, No. 63VB; Chicago, No. 13T; or equal.

**CLEANOUTS.--****Cleanout through floor.--**

Cleanout through floor shall have nonslip scoriated nickel bronze access plate and adjustable frame with square pattern top for ceramic tile and round pattern top for other finishes. Where floors are constructed with a membrane, access frame shall be provided with membrane clamping flange. Plug shall be countersunk brass or bronze with tapered threads. Cleanout shall be Wade, W-7000 Series; Smith, 4023 Series; Zurn, No. 1400; or equal.

**Cleanout to grade.--**

Cleanout to grade shall be cast iron ferrule type. Plug shall be countersunk brass or bronze with tapered threads. Cleanout to grade shall be Wade, No. W-8450; Smith, 4420; Zurn, No 1440; or equal.

## **MISCELLANEOUS ITEMS.--**

### **Water hammer arrestor.--**

Water hammer arrestor shall be stainless steel body with bellows or piston. Arrestor compression chambers shall be pneumatically charged. Water hammer arrestors shall be tested and certified in accordance with the Plumbing and Drainage Institute Standard: PDI-WH201 and sized as shown on the plans.

### **Access door.--**

Access door shall be 1.52 mm prime coated steel, face mounting square frame, minimum 300 mm x 300 mm door with concealed hinge and screwdriver latch.

### **Compression stop (exposed).--**

Compression stop (exposed) shall be metal full free waterway, angle type, ground joint union, non-rising stem, molded rubber seat and wheel handle.

### **Gas regulator.--**

Gas regulator shall be listed as suitable for gas and equipped with full capacity relief valve, low pressure safety shut-off and weatherproof and insect proof vent for outside installation. Capacity shall be as shown on the plans. Gas regulator shall be Fisher; Reliance; Rockwell; or equal.

### **Pipe hanger (for piping supported from overhead).--**

Pipe hanger (for piping supported from overhead) shall be Grinnell, Model 269; Super Struct, C711; or equal.

### **Pipe wrapping tape and primer.--**

Pipe wrapping tape shall be pressure sensitive polyvinyl chloride or pressure sensitive polyethylene tape having nominal thickness of 0.50 mm. Wrapping tape shall be Polyken, 922; Manville, Trantex VID-20; Scotchrap, 51; or equal.

Pipe wrapping primer shall be compatible with the pipe wrapping tape used.

### **Valve box.--**

Valve box shall be precast high density concrete with polyethylene face and cast iron traffic rated cover marked "WATER," "GAS" or "CO-SS" as applicable. Extension shall be provided as required. Valve box shall be Christy, B3; Brooks Products Company, 3TL; Frazer, 3; or equal.

### **Floor drain.--**

Floor drain shall be cast iron body and flashing collar, adjustable nickel bronze 150 mm strainer head with seepage openings and caulk or no-hub outlet. Floor drain shall be round or square as shown on the Architectural plans. Floor drain shall be J. R. Smith, 2005/2010; Wade, W-1100; Zurn, Z-415; or equal.

### **Trap primer.--**

Trap primer shall be brass pressure drop sensitive type primer valve with "O" ring seals. installed in the supply line and connected to the floor drain trap with NPS tubing Trap primer shall be PPP Inc.; Prime-Rite; or equal.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

### **INSTALLATION OF PIPES AND FITTINGS.--**

**Pipe and fittings.--**Pipe and fittings shall be installed in accordance with the following designated uses:

Designated Use	Pipe and Fitting Class
Potable water (CW and HW) in buildings	H3 or A1
Potable water underground within 1.5 m of the building	A1 or H2
Potable water underground 1.5 m beyond the building	A1 or H2
Sanitary drain piping above ground in building	H1, C1, or C2
Sanitary drain and vent piping underground within 1.5 m of the building	C1 or C2
Sanitary vent piping above ground in building	A2, H1, C1, or C2
Liquefied petroleum gas (LPG), 860 kPa or less, above ground	A1 or B2
LPG, 860 kPa or less, underground	B2 (plastic coated)

**Installing piping.**--Water piping shall be installed generally level, free of traps and bends, and arranged to conform to the building requirements.

Piping installed underground shall be tested as specified elsewhere in these special provisions before backfilling.

Offices, rest rooms, locker rooms, crew rooms, training rooms, storage rooms in office areas, hallway type rooms, and similar type use areas shall have concealed piping.

Piping shall be installed parallel to walls. All obstructions shall be cleared, headroom preserved and openings and passageways kept clear whether shown or not. Piping shall not interfere with other work.

Where pipes pass through exterior walls, a clear space around pipe shall be provided. Space shall be caulked water tight with silicone caulk.

Exposed supply and drain piping in rest rooms shall be chrome finished.

LPG gas piping shall not be installed under building concrete slabs or structure. An insulating connection and valve shall be installed above ground at each building supply.

LPG gas piping shall be pitched to equipment or to low point and provided with a 200 mm minimum dirt leg.

Forty-five degree bends shall be used where offsets are required in venting. Vent pipe headers shall be sloped to eliminate any water or condensation.

Vent piping shall extend a minimum of 200 mm above the roof.

Horizontal sanitary sewer pipe inside buildings shall be installed on a uniform grade of not less than 2 percent unless shown otherwise on the plans.

Drainage pipe shall be run as straight as possible and shall have easy bends with long turns.

Wye fittings and 1/8 or 1/16 bends shall be used where possible. Long sweep bends and combination Wye and 1/8 bends may be used only for the connection of branch pipes to fixtures and on vertical runs of pipe.

**Water pipe near sewers.**--Water pipe shall not be installed below sewer pipe in the same trench or at any crossing, or below sewer pipe in parallel trenches less than 3 m apart.

When a water pipe crosses above a sewer pipe, a vertical separation of at least 300 mm between the top of the sewer and the bottom of the water pipe shall be maintained.

When water and sewer pipe is installed in the same trench, the water pipe shall be on a solid shelf at least 300 mm above the top of the sewer pipe and 300 mm to one side.

**Pipe sleeves.**--The Contractor shall provide sleeves, inserts and openings necessary for the installation of pipe, fittings and valves. Damage to surrounding surfaces shall be patched to match existing.

PVC pipe sleeves shall be provided where each pipe passes through concrete floors, footings, walls or ceilings. Inside diameter of sleeves shall be at least 20 mm larger than outside diameter of pipe. Sleeves shall be installed to provide at least 10 mm space all around pipe the full depth of concrete. Space between pipes and pipe sleeves shall be caulked watertight.

**Cutting pipe.**--All pipe shall be cut straight and true and the ends shall be reamed to the full inside diameter of the pipe after cutting.

**Damaged pipe.**--Pipe that is cracked, bent or otherwise damaged shall be removed from the work.

**Pipe joints and connections.**--Joints in threaded steel pipe shall be made with teflon tape or a pipe joint compound that is nonhardening and noncorrosive, placed on the pipe and not in the fittings.

The use of thread cement or caulking on threaded joints will not be permitted. Threaded joints shall be made tight. Long screw or other packed joints will not be permitted. Any leaky joints shall be remade with new material.

Exposed polished or enameled connections to fixtures or equipment shall be made with special care, showing no tool marks or threads.

**Cleaning and closing pipe.**--The interior of all pipe shall be cleaned before installation. All openings shall be capped or plugged as soon as the pipe is installed to prevent the entrance of any materials. The caps or plugs shall remain in place until their removal is necessary for completion of the installation.

**Securing pipe.**--Pipe in the buildings shall be held in place by iron hangers, supports, pipe rests, anchors, sway braces, guides or other special hangers. Material for hangers and supports shall be compatible with the piping or neoprene isolators shall be used. Allowances shall be made for expansion and contraction. Steel pipe shall have hangers or supports every 3 m. Copper pipe 25 mm or smaller shall have hangers or supports every 2 m and sizes larger than 25 mm shall have hangers or supports every 3 m. Plastic pipe shall have hangers or supports every 1 m. Cast iron soil pipe with neoprene gaskets shall be supported at each joint. Vertical pipes shall be supported with clamps or straps. Horizontal and vertical piping shall be securely supported and braced to prevent swaying, sagging or flexing of joints.

**Hangers and supports.**--Hangers and supports shall be selected to withstand all conditions of loading to which the piping and associated equipment may be subjected and within the manufacturer's load ratings. Hangers and supports shall be spaced and distributed so as to avoid load concentrations and to minimize the loading effect on the building structure.

Hangers and supports shall be sized to fit the outside diameter of pipe or pipe insulation. Hangers shall be removable from around pipe and shall have provisions for vertical adjustment after erection. Turnbuckles may be used.

Materials for holding pipe in place shall be compatible with piping material.

Hanger rods shall be provided with locknuts at all threaded connections. Hanger rods shall be sized as follows:

Pipe Size	Minimum Hanger Rod Diameter
15 mm to 50 mm	10 mm
65 mm to 87 mm	13 mm

**Wrapping and coating steel pipe.**--Steel pipe buried in the ground shall be wrapped or shall be plastic coated as specified herein:

1. Wrapped steel pipe shall be thoroughly cleaned and primed as recommended by the tape manufacturer.
2. Tapes shall be tightly applied with 1/2 uniform lap, free from wrinkles and voids with approved wrapping machines and experienced operators to provide not less than 1.00 mm thickness.
3. Plastic coating on steel pipe shall be factory applied. Coating imperfections and damage shall be repaired to the satisfaction of the Engineer.
4. Field joints, fittings and valves for wrapped and plastic coated steel pipe shall be covered to provide continuous protection by puttying and double wrapping with 0.50 mm thick tape. Wrapping at joints shall extend a minimum of 150 mm over the adjacent pipe covering. Width of tape for wrapping fittings shall not exceed 50 mm. Adequate tension shall be applied so tape will conform closely to contours of fittings. Putty tape insulation compounds approved by the Engineer shall be used to fill voids and provide a smooth even surface for the application of the tape wrap.

Wrapped or coated pipe, fittings, and filed joints shall be approved by the Engineer after assembly. Piping shall be placed on temporary blocks to allow for inspection. Deficiencies shall be repaired to the satisfaction of the Engineer before backfilling or closing in.

**Union.**--Unions shall be installed where shown and at each threaded or soldered connection to equipment and tanks. Unions shall be located so piping can be easily disconnected for removal of equipment or tanks. Unions shall be omitted at compression stops.

**Insulating union and insulating connection.**--Insulating union and insulating connection shall be provided where shown and at the following locations:

1. In metallic water and gas service connections into each. Insulating connections shall be installed on the exterior of the building, above ground and after shut-off valve.

2. In water, gas and air service connections in ground at point where new metallic pipes connect to existing metallic pipes. Install valve box above insulating connection.
3. At points of connections of copper or steel water pipes to steel potable water heaters and tanks.

**Bonding at insulating connections.**--Interior water piping and other interior piping that may be electrically energized and are connected with insulating connections shall be bonded in accordance with the National Electrical Code. Bonding shall all be coordinated with electrical work.

**Compression stop.**--Each fixture, including hose faucets, shall be equipped with a compression stop installed on water supply pipes to permit repairs without shutting off water mains. Ball valves may be installed where shown on the plans or otherwise permitted by the Engineer.

#### **INSTALLATION OF FAUCETS.--**

**Hose faucet.**--Faucets shall be installed with outlets 0.5 m above finished grade.

#### **INSTALLATION OF CLEANOUTS.--**

**Cleanouts.**--A concrete pad 0.5 m long and 100 mm thick shall be placed across the full width of trench under cleanout Wye or 1/8 bend. Cast iron soil pipe (C1 or C2) and fittings shall be used from Wye to surface. Required clearance around cleanouts shall be maintained.

Cleanout risers outside of a building installed in a surface other than concrete shall terminate in a cleanout to grade. Cleanout to grade shall terminate in a valve box with cover marked "CO-SS". Top of box shall be set flush with finished grade. Cleanout plug shall be 100 mm below grade and shall be located in the box to provide sufficient room for rodding.

Cleanout risers installed in tile and concrete floors, including building aprons and sidewalks, shall terminate in a cleanout through floor.

#### **INSTALLATION OF MISCELLANEOUS ITEMS.--**

**Water hammer arrestor.**--Water hammer arrestor shall be installed so that they are vertical and accessible for replacement. Water hammer arrestor shall be installed with access door when in walls or there is no access to ceiling crawl spaces. Access door location shall be where shown on the plans or as approved by the Engineer.

**Gas appliance connection.**--Gas valve and flexible connector shall be provided for gas piping at each appliance. Appropriately rated gas cocks may be used in 15 mm gas pipe. Cock or valve shall be within one meter of the appliance.

**Gas regulator.**--Gas regulator shall be installed complete with dirt leg, capped test tee, union, insulating union, gas valve and fittings.

**Flushing completed systems.**--All completed systems shall be flushed and blown out.

**Chlorination.**--The Contractor shall flush and chlorinate all potable water piping and fixtures.

Calcium hypochlorite granules or tablets, if used, shall not be applied in the dry form, but shall first be dissolved into a solution before application.

The Contractor shall take adequate precautions in handling chlorine so as not to endanger workmen or damage materials. All pipes and fittings shall be completely filled with water containing a minimum of 50 ppm available chlorine. Each outlet in the system shall be opened and water run to waste until a strong chlorine test is obtained. The line shall then be closed and the chlorine solution allowed to remain in the system for a minimum of 24 hours so that the line shall contain no less than 25 ppm chlorine throughout. After the retention period, the system shall be drained, flushed and refilled with fresh water.

#### **FIELD QUALITY CONTROL.--**

**Testing.**--The Contractor shall test piping at completion of roughing in, before backfilling, and at other times as directed by the Engineer.

The system shall be tested as a single unit, or in sections as approved by the Engineer. The Contractor shall furnish necessary materials, test pumps, instruments and labor and notify the Engineer at least 3 working days in advance of testing. After testing, the Contractor shall repair all leaks and retest to determine that leaks have been stopped. Surplus water shall be disposed of after testing as directed by the Engineer.

The Contractor shall take precautions to prevent joints from drawing while pipes and appurtenances are being tested. The Contractor shall repair damage to pipes and appurtenances or to other structures resulting from or caused by tests.

**General tests.**--All piping shall be tested after assembly and prior to backfill, pipe wrapping, connecting fixtures, wrapping joints and covering the pipe. Systems shall show no loss in pressure or visible leaks.

The Contractor shall test systems according to the following schedule for a period of not less than 4 hours:

Test Schedule		
Piping System	Test Pressure	Test Media
Sanitary sewer and vent	250 mm head	Water
Water	860 kPa	Water
LPG Gas	350 kPa	Air

During testing of water systems, valves shall be closed and pipeline filled with water. Provisions shall be made for release of air.

Sanitary sewers shall be cleared of obstructions before testing for leakage. The pipe shall be proved clear of obstructions by pulling an appropriate size inflatable plug through the pipe. The plug shall be moved slowly through the pipe with a tag line. The Contractor shall remove or repair any obstructions or irregularities.

## 15.04 MECHANICAL INSULATION

### PART 1.- GENERAL

#### SUMMARY.--

**Scope.**--This work shall consist of furnishing and installing mechanical insulation in accordance with the details shown on the plans and these special provisions.

Piping insulation shall be installed on all potable hot water piping, above grade, in non-conditioned spaces.

P-trap, hot water supply pipes and angle valves for lavatories and sinks, except in janitor closets or similar enclosed spaces, shall be insulated.

Duct insulation shall be installed on all rigid ductwork installed in concealed non-conditioned spaces.

Duct liner shall be installed in all rectangular ductwork installed in exposed non-conditioned spaces and in exterior locations. Plenum liner shall be installed in all plenums in non-conditioned spaces or in walls facing a non-conditioned space.

#### QUALITY ASSURANCE.--

**Codes and standards.**--Mechanical insulation shall conform to California State Energy Commission regulations and, where applicable, shall meet American Society of Testing and Materials (ASTM) standards.

All materials shall bear the label of the Underwriters Laboratory (UL) or other approved testing laboratory indicating that the materials proposed for use conform to the required fire hazard ratings.

Pipe safety insulation shall conform to Section 1504(b) of Title 24, Part 5, California Plumbing Code.

### PART 2.- PRODUCTS

#### MATERIAL.--

**General.**--All pipe insulation and wrapping material, including adhesives and jackets, located within buildings shall be certified to have a composite flame spread rating of not more than 25 and smoke development rating of not more than 450 when tested in accordance with ASTM Designation: E 84.



Duct insulation and wrapping material, including adhesives and jackets, located within buildings shall be certified to have a composite flame spread of not more than 25 and smoke development rating of not more than 50 when tested in accordance with ASTM Designation: E 84.

**Potable water piping insulation.--**

Piping insulation shall be glass fiber molded pipe insulation with factory applied jacket suitable for service temperatures up to 175°C. Covering jacket shall have pressure sealing lap adhesive joints. Pipe insulation shall have a minimum thermal resistance of  $R-0.5 \text{ K}\cdot\text{m}^2/\text{W}$ . Insulation and jackets shall be Owens-Corning, Fiberglass 25 with ASJ/SSL All Service Jacket; Manville, Micro-Lok 650ML with AP-T All Purpose Jacket; or equal.

**Piping insulation cement.--**

Insulation cement shall be Fenco, All Purpose Cement; Manville, JM375; or equal.

**PVC jacket.--**

PCV jacket shall be rated for a service temperature of 80°C. PVC jacket shall include covers specifically designed to cover pipe fittings.

**Alternative pipe insulation.--**

Alternative pipe insulation shall be closed cell, elastomeric material in a flexible tubular form. Insulation shall have a service temperature range between -40°C and 93°C, a minimum vapor transmission rating of 0.29 Perm-m, and a minimum thermal resistance of  $R-0.5 \text{ K}\cdot\text{m}^2/\text{W}$ .

**Pipe safety insulation.--**

Pipe safety insulation for P-traps, hot water supply pipes and angle valves shall be molded closed cell vinyl or closed cell foam with exterior vinyl surface. Pipe safety insulation shall be configured to protect against contact. Pipe safety insulation shall be Truebro Inc., Handi Lav-guard; Plumberex Specialty Products, Handy Shield; or equal.

**External duct insulation.--**

External duct insulation shall be 38 mm thick, 0.5 kg density glass-fiber blanket type. Material and coatings shall be fire resistive and shall be approved by the State Fire Marshal. External duct insulation shall be Fiberglas, Type PF-336; Ultralite, No. 100; Pittsburgh Plate Glass, Superfine; Johns-Manville, Microlite; Silvercote, Silvercel; or equal.

**Duct liner.--**

Duct liner shall be 25 mm minimum thickness. Material and coatings shall be fire resistive and shall be approved by the State Fire Marshal. Liner shall be Gustin-Bacon, Ultra-Liner duct insulation; Owens-Corning Fiberglas, Type CE; Gustin-Bacon, coated insulation Board No. 90-A; Owens-Corning Fiberglas 0.7 kg density coated flexible duct liner; Johns-Manville, MicroBar, or 0.7 kg density coated Microlite; Pittsburgh Plate Glass, Superfine 0.7 kg density coated interior duct insulation; or equal.

**Adhesive.--**

Adhesive shall be non-flammable type: Benjamin Foster Company, No. 85-20 Spark Safe; Goodloe E. Moore Company, Tuff Bond No. 6; Permacel, No. PA-310; 3M, No. 38 Insulation Adhesive; Swift's, No. 7228 brush type or No. 7336 spray type; Chicago Mastic, 17-461; or equal.

**Insulation inserts.--**

Insulation inserts at pipe hangers supports for pipes NPS 2 or larger shall be calcium silicate, cellular glass, or other acceptable material of the same thickness as the adjacent insulation and not less than 6 kg density.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**Insulation materials shall be neatly installed with smooth and even surfaces, jackets drawn tight and smoothly cemented down.

Insulation material shall not be installed until all pipes or surfaces to be covered are tested for leaks, cleaned and dried, and foreign materials, such as rust, have been removed.

**Piping insulation.--**Piping insulation shall be in accordance with the following, except that unions, unless integral with valves, and flexible connections shall not be insulated.

- a. Where insulation butts against flanges or is discontinued, insulation shall be tapered to pipe to allow for covering jacket to completely seal off end of insulation.

Insulation shall be extended on the valve bodies up to the valve bonnet.

Extend insulation continuous through pipe hangers and pipe sleeves. At hangers where pipe is supported, provide an insulated protection shield.

Insulating cement shall be applied to fittings, valves, and strainers and troweled smooth to thickness of adjacent covering. Strainer cleanout plugs shall remain accessible. Covers fabricated from molded pipe covering may be used in lieu of cement, provided covers are neat and well secured.

- b. Jacket flap shall be sealed down with factory applied self-sealing lap. Seams shall be lapped not less than 40 mm. Jacket shall be secured with aluminum bands installed at 300 mm centers.
- c. Exposed outdoor insulation shall have an additional 0.40 mm minimum thickness aluminum jacket applied over the completed insulation. The jacket shall have a factory applied moisture barrier and shall be Childers; Smith; or equal.

End joints shall be lapped with aluminum holding traps located directly over the lap. Additional aluminum holding straps shall be placed at 200 mm centers. Jacket at ells and tees shall be mitered, or premanufactured fitting jackets shall be provided, with additional aluminum holding bands, as required. All joints shall be sealed watertight using silicon type, heat resistant sealant.

Alternate pipe insulation, where used, shall be installed on hot water piping before connections are made or the insulation may be slit lengthwise, applied to pipe and sealed with adhesive.

**Pipe safety insulation.--**Pipe safety insulation shall be installed in accordance with the manufacturer's recommendations.

**Duct insulation.--**Ragged edges shall be repaired or taped. Coverings shall be neatly finished at joints and edges. Each joint shall have a 50 mm minimum lap.

Where transitions are made between externally covered ducts and lined ducts, the lined duct shall be overlapped 200 mm with external covering.

Insulation shall be flush with but not cover control devices, damper controls or access doors.

Before insulation is wrapped around concealed ducts, an adhesive shall be spot applied at a maximum of 100 mm centers on each side of the ducts to prevent sagging of the insulation. Insulation shall be wrapped entirely around the ducts and shall be wired securely in place with No. 16 copper clad wire, metal bands at least 10 mm wide or plastic ties. Supports shall be spaced a maximum of 300 mm on centers. Metal bands shall be installed with the use of a banding machine. Seams in the insulation shall be taped.

The finished insulation covering shall be even and level and shall not contain humps.

**Duct liner.--**Exposed ducts shall be lined with duct liner. Ducts shall be sized to provide the clear inside dimensions shown on plans after the liner is installed.

The insulation shall be applied with coated side exposed to air stream to prevent surface erosion.

The lining shall be fastened in place with adhesive and with studs with washers spaced a maximum of 500 mm on center each way.

**Applying adhesive.**--The adhesive shall be liberally applied over entire interior surfaces of ducts or plenums.

## 15.05 PLUMBING FIXTURES

### PART 1.- GENERAL

#### SUMMARY.--

**Scope.**--This work shall consist of furnishing and installing plumbing fixtures in accordance with the details shown on the plans and these special provisions.

### PART 2.- PRODUCTS

**General.**--Plumbing fixtures shall be white in color and shall meet the following requirements:

#### Water closet (disabled accessible, 6 liters per flush, floor mounted with tank).--

Disabled accessible water closet shall be 6 liters per flush maximum, vitreous china, siphonable jet, 410 mm to 440 mm high elongated bowl, close coupled tank, floor mounted, with solid plastic open front elongated seat with check hinges. Water closet shall meet or exceed Americans with Disabilities Accessibility Act Guidelines (ADAAG) and ANSI Standards: A117.1 and A112.19.2. Closet and accessories shall be of the following types or equal:

	American Standard	Crane	Universal Rundle
Closet	"Cadet 17 EL1.6/PA" 2168.100 or 4086.800	"Hymont" 3-154E or 3-152 with 3-655	"Atlas 1.5" UR 4078-341 or UR 4078-342
Seat	Church 5321.070	Olsonite 95	Benke 527

#### Urinal.--

Urinal shall be vitreous china, wall hung, washout, 20 mm top spud, integral shields, spreader and trap. Urinal and valve shall be of following types or equal:

	American Standard	Crane	Kohler
Urinal	"Washbrook" 6501.010	"Cromwell" 7-187	"Bardon" K-4960-T
Flush valve	Exposed, diaphragm type, chrome plated, with oscillating handle, integral control stop, adjustable tail piece and vacuum breaker suitable for use with 20 mm spud urinals.		

#### Urinal (disabled accessible).--

Urinal shall be vitreous china, wall hung, siphon jet or washout, top spud, integral shields, spreader and trap, with 380 mm maximum extension from wall. Urinal and valve shall meet Americans with Disabilities Accessibility Act Guidelines (ADAAG) and shall be of following types or equal:

	American Standard	Crane	Kohler
Urinal	"Allbrook" 6540.017	"Manhattan" 7-109	"Bardon" K-4960-T
Flush valve	Exposed, diaphragm type, chrome plated, with oscillating handle, integral control stop, adjustable tail piece and vacuum breaker suitable for use with top spud urinals.		

#### **Lavatory (counter mounted).--**

Lavatory shall be self-rimming vitreous china, integral perforated grid drain, drilled for 102 mm centers, nominal bowl size 254 mm x 457 mm, with single extra long lever mixing faucet. Lavatory shall be equipped with temperature controls to limit the hot water supply to 43°C. Lavatory shall be equipped with a flow limiting device that limits the flow rate of hot water to no more than 2 liters per minute. Lavatory and accessories shall be of the following types or equal:

	American Standard	Eljer	Kohler
Lavatory	"Aqualyn" 0476.028	"Kathy" 051-3334	"Rondelle" K-2185
Drain	2411.015	803-052	K-7715
Supplies	Brass Craft FR1711C	801-0111	K-7606
Faucet	Moen 8425	-----	15592-5
Trap	32 mm chromium plated brass exposed bent tube adjustable 1.37 mm (17-gage) minimum thickness.		

#### **Kitchen sink.--**

Kitchen sink shall be 18 gage, Type 304 polished stainless steel, self-rimming, with faucet ledge, seamlessly drawn, with undercoating. Sink shall be 430-mm x 430-mm x 191-mm (nominal).

Kitchen faucet shall have 100-mm centers, blade handles, and gooseneck spout. The sink shall be American Standard, Eljer, Kohler, or equal.

#### **Mop sink.--**

Mop sink shall be acid resisting enameled cast iron, 610 mm x 610 mm outside dimensions, 75 mm trap, vinyl coated rim guard, vacuum breaker faucet with hose and wall hook. Sink and accessories shall be of the following types or equal:

	American Standard	Eljer	Kohler
Mop sink	"Florwell" 7740.020	"Custodial" 242-0050	"Whitby" K-6710
Strainer	7721.038	803-0630	K-9146
Faucet	8344.111	749-1450	K-8928

#### **Water heater (gas).--**

Water heater shall be minimum capacity as shown on plans, designed for minimum 860 kPa, glass lined, and equipped with gas pressure regulator, magnesium anodes, cold water drop tube, high temperature energy shut-off device, valved drain, high density R-1.4 K• m<sup>2</sup>/W minimum foam insulation and finished with a steel jacket with baked enamel finish. Water heater shall meet the requirements of the California Energy Commission.

Water heater shall be equipped with an ASME labeled, tank mounted, pressure and temperature relief valve sized for maximum input.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**All finish for exposed metal on any fixture, including wall flanges, bolts, nuts and washer, shall be polished chrome plated.

Fixtures shall be sealed to wall or floor with silicone caulk bead.

All exposed metal surfaces on fixture supports shall be enameled to harmonize with fixtures.

Wall mounted fixtures shall be installed on concealed chair carriers designed to support weight of fixture from the floor, made for the specific fixture to be supported and for the particular installation conditions.

All fixtures, including showers, shall be provided with accessible metal stop valves.

Hot water supply, trap and tailpiece on lavatories shall be wrapped with insulating material.

Flush valves for fixtures designated on the plans as disabled accessible shall be installed so that the valve handle is on the widest side of the toilet space.

### **FIXTURE MOUNTING HEIGHTS.--**

**General.--**Unless otherwise noted, fixtures shall be mounted at the heights shown on the plans.

**Mop sink.--**Mop sink double faucet shall be mounted on wall above sink back with spout outlet face one meter above the floor.

**Water heater.--**Water heater shall be installed with seismic restraints, inlet ball valve and insulating connections, and 20 mm pressure and temperature relief drain pipe.

### **FIELD QUALITY CONTROL.--**

**Testing.--**The Contractor shall test piping in accordance with the requirements specified elsewhere in these special provisions.

All installed fixtures shall be tested for proper operation after all plumbing work has been completed.

## **15.06 LIQUEFIED PETROLEUM GAS (LPG) TANK**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing a liquefied petroleum gas (LPG) tank in accordance with the details shown on the plans and these special provisions.

The LPG tank shall include a LPG storage tank, pipe, fittings, valves and such other system components necessary for the proper installation and operation of the LPG tank.

**Permits.--**The Contractor shall obtain the required permits to operate pressure vessels in accordance with the requirements of the State Division of Industrial Safety (DIS), shall pay the costs for such permits and shall perform all required tests. Such permits shall be posted under glass at the site of the work.

#### **QUALITY ASSURANCE.--**

**Codes and standards.--**All work performed and materials installed shall conform to the California Building Standards Code, Title 24, Part 4 and Part 5; the California Code of Regulations, Title 8, Chapter 4, Subchapter 1, Article 5; and National Fire Protection Association Standard No. 58.

## **PART 2.- PRODUCTS**

### **Tank.--**

Tank shall be constructed and stamped for 1730 kPa working pressure in accordance with the ASME Code for "Unfired Pressure Vessels for Petroleum Liquids and Gases." Tank shall have certification of testing for 2590 kPa. Tank shall include a rainhood with top opening for relief valve and welded steel supports with provisions for bolting to the concrete foundation. Tank shall be shop prime painted with 2 coats of red oxide ferrous metal primer. Primer shall not contain lead pigments.

### **Tank valves, fittings, regulators and accessories.--**

Tank valves, fittings, regulators and accessories shall be listed and labeled. Valves, fittings, regulators and accessories shall be as required by the California Codes listed above and shall be Rego, Fisher, Rockwell, or equal. Valves, fittings, and accessories shall include, but are not limited to:

- Pigtail
- Filter valve
- Flexible connector
- Gages
- Internal valves
- Meter
- Pressure regulator
- 2<sup>nd</sup> stage regulator
- Relief valves
- Service valves
- Copper tubing

### **Pipe and fittings (at the tank and underground).--**

Pipe and fittings shall be as specified under "Pipe, Fittings and Valves" in Division 15, "Mechanical," of these special provisions. Piping below grade shall be factory coated.

### **Warning signs.--**

Warning signs shall be sheet steel, not less than 1.2 mm thick (18-gage) with a baked enamel coating and shall have red letters on a white background.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**General.--**The LPG tank and components shall be installed in accordance with NFPA standards, the manufacturer's instructions and the approved installation drawings.

**Foundation.--**The tank shall be installed on a concrete foundation. The tank installation shall include seismic restraint and provisions for expansion and contraction. Neoprene or asphalt impregnated felt anti-corrosion pads shall be installed between the saddle and the concrete foundation.

The concrete foundation shall be constructed in accordance with the requirements specified for minor work under "Cast-In-Place Concrete" in Division 3, Concrete and Reinforcement," of these special provisions.

All openings shall be capped until ready for field connections. Piping shall be supported adequately, with allowance for swing joint movement.

**Piping installation.--**Piping shall be buried 900 mm minimum depth. Insulating unions shall be installed at least 150 mm above grade between the coated pipe and the above ground pipe lines.

Joints for underground piping shall be cleaned, primed and wrapped in accordance with the requirements specified under "Pipes, Fittings and Valves" in Division 15, "Mechanical," of these special provisions. The cleaning, priming and wrapping of pipe joints shall be completed after testing the piping system.

**Coated pipe inspection.**--The coating on all coated pipe shall be inspected for flaws prior to any testing, and shall be reinspected after testing and before the cleaning, priming and wrapping of the joints.

**Finish painting.**--After installation of the tank, all areas where the shop applied primer has been damaged or has deteriorated shall be thoroughly cleaned and spot painted with primer. Spot painted areas shall be approved by the Engineer prior to the application of the finish coats.

Two applications of the finish coating shall be applied to shop primed steel surfaces exposed to view after the erection of the tank has been completed. The finish coating shall be white gloss, exterior, alkyd enamel.

The word "FLAMMABLE" shall be painted on each side of the tank. Sign lettering shall be standard-type not less than 100 mm in height. The lettering color shall be red and shall be in sharp contrast to the color of the tank.

**Warning sign installation and application.**--Two warning signs with the words "NO SMOKING, OPEN FLAMES OR OTHER SOURCE OF IGNITION PERMITTED WITHIN 15.2 METERS (50 FEET)" shall be placed at the locations shown on the plans. Sign lettering shall be standard-type not less than 38 mm in height. The lettering color shall be in sharp contrast to the color of the sign.

## **FIELD QUALITY CONTROL.--**

**Testing.**--After construction, installation and pipe testing, the LPG tank and piping shall be pressure tested with air or nitrogen. The tank and piping shall be tested for a minimum time period of 30 minutes at 1380 kPa. If any leaks are detected during the test, the tank and pipe shall be repaired and retested until no leaks are detected.

After the pressure tests have been completed, the LPG tank and piping shall be purged 5 times with methanol (methyl alcohol), using one-liter per 1000 liters water capacity, to remove moisture from the system.

After testing and purging the tank and piping, the tank shall be filled to 25 percent of the water capacity of the tank, measured in liters, with State-furnished LPG as provided under "State-Furnished Materials" in Division 1, "General Requirements," of these special provisions.

An operational test shall be performed on the LPG tank upon completion of the pressure tests, the purging of the system and the delivery of the State furnished LPG fuel. The operational test shall consist of operating all LPG equipment for a period of three 24-hour days.

## **15.07 HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT AND SYSTEMS**

### **PART 1.- GENERAL**

**Scope.**--This work shall consist of furnishing, installing and testing heating, ventilating and air conditioning (HVAC) equipment and systems in accordance with the details shown on the plans and these special provisions.

The performance rating and electric service of the HVAC equipment shall be as shown on the plans.

**Temperature controls.**--Thermostats, relays and other sensor type control devices required for this work shall be furnished and installed by the supplier of the heating, ventilating and air conditioning equipment. All temperature control wiring shall be furnished and installed in accordance with the requirements specified in Division 16, "Electrical," of these special provisions.

**Codes and standards.**--Equipment and systems shall conform to California State Energy Commission Regulations and, where applicable, shall be American Refrigeration Institute (ARI), American Gas Association (AGA), Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), and Air Movement and Control Association (AMCA) approved for performance ratings and application shown on the plans.

Any appliance for which there is a California standard established in the Appliance Efficiency Standards may be installed only if the manufacturer has certified to the Commission, as specified in those regulations, that the appliance complies with the applicable standards for that appliance. Space conditioning equipment may be installed only if the manufacturer has certified that the equipment meets or exceeds all applicable efficiency requirements listed in the Energy Efficiency Standards.

## **PART 2.- PRODUCTS**

### **HEATING AND COOLING UNITS.--**

#### **Combination heating/cooling unit (Air Conditioner, A/C, single package).--**

Combination heating/cooling unit, Air Conditioner, A/C, shall be standard, commercial quality, single package, unit with weatherproof acoustically lined cabinet. The cabinet shall have convenient access panels and a baked-on enamel finish.

Unit shall be provided with positive pressure combustion and mechanical flue gas venting and furnace safety controls.

Indoor air blower shall be adjustable V-belt drive type. The fan and fan motor shall provide the specified air flow, with wet coil, against the external static pressure as noted on the plans.

Motors shall have integral thermal overload protection.

Unit shall be provided with an economizer.

#### **Economizer.--**

Economizer shall be modulating type assembly either provided by the manufacturer or fabricated to match the unit. The economizer shall be complete with damper motor and linkage for full range modulation of the outdoor and return air dampers, barometric damper, screened rain hoods, factory wiring for convenient connections, automatic compressor lockout, minimum position damper control, and air filters sized to have a maximum velocity of 125 meters per minute, all installed in an enclosure similar in color to the basic unit with paint applied by the manufacturer of the economizer. Barometric damper area shall be equal to outside air intake area and be capable of relieving 100 percent of the rated air conditioning unit. The economizer shall be constructed to meet SMACNA requirements and shop drawings shall be submitted prior to fabrication.

### **FANS AND VENTILATORS.--**

#### **Exhaust fan (inline).--**

Exhaust fan shall be inline, AMCA certified and shall be equipped with formed collars for duct connection at inlet and outlet, base and hanging vibration isolators removable service panels (if necessary), backdraft damper and galvanized steel housing. Exhaust fan motor shall have integral thermal overload protection. Exhaust fan shall be Breidert, ILG, Penn, or equal.

#### **Combination heat lamp/light/fan.--**

Combination heat lamp/light/fan shall be ceiling mounted, recessed type unit with metal housing, grille and backdraft damper. Ducting size shall be as required by the manufacturer. Combination heat lamp/light/fan shall be Broan, No. 164; Nutone, No. 9427; or equal.

### **HVAC CONTROLS.--**

#### **Thermostat.--**

Thermostat shall be 24-volt, 7-day programmable, electronic heating/cooling thermostat, with the ability to program the fan-on mode during normal working hours, and fan-off mode during unoccupied periods. Thermostat shall be provided with sub-base selector switches for "AUTO-HEAT-OFF-COOL" and fan "AUTO-ON". Thermostat shall be auto-changeover type, and have full temperature range setback capacity. Thermostat shall be Robertshaw, 7900; Honeywell, T7300; or equal.

### **AUXILIARY HVAC COMPONENTS.--**

Unless specified herein, all components shall be sized and have the characteristics as shown on the plans.



**Rigid ductwork.--**

Rigid ductwork shall be galvanized steel sheet metal conforming to the latest edition of the SMACNA "Low Velocity Duct Construction Standards." Galvanized steel shall be cleaned by washing with mineral spirit solvent sufficient to remove any oil, grease or other materials foreign to the galvanized coating.

**Spiral duct.--**

Spiral duct shall be prefabricated type.

**Duct supports.--**

Duct supports shall be hot-dip galvanized steel.

**Flexible ductwork.--**

Flexible ductwork shall be UL 181, Class 1 air duct rated and shall meet the requirements of NFPA 90-A. Duct shall have steel helix wire, flexible insulation, minimum thermal resistance of  $R-0.7$  ( $m^2 \cdot K/W$ ), and flame resistant vapor barrier. Inner and outer surfaces shall be non-metallic. Outer surface shall be Copolymer or Mylar, factory applied.

**Flexible connection.--**

Flexible connection shall be prefabricated type and shall be commercial quality flexible glass fabric coated on both sides with neoprene or hypalon.

**Ceiling diffuser (for gypsum board ceilings).--**

Ceiling diffuser for gypsum board ceilings shall be rectangular or square type. Diffuser shall be steel with oven baked-on enamel bone white dull finish or extruded aluminum, equipped with a removable core and a standard flanged frame with sponge rubber or felt gasket. Diffuser shall have individually adjustable curved blades, counter-sunk screw holes, shall be surface mounted, with face velocity less than 3.05 m/s; Titus, 250; Air Mate, 400-O; Hart and Cooley, A40; or equal.

**Return register (for gypsum board ceilings).--**

Return register for gypsum board ceilings shall be rectangular or square, and shall be steel with oven baked-on enamel bone white dull finish or extruded aluminum, fixed bar type, die formed louvers set at 45 degrees, 13 mm spacing maximum, surface mounted; Titus, 335; Air Mate, 280; or equal.

**Ceiling diffuser (for suspended ceilings).--**

Ceiling diffuser for suspended ceilings shall be 610 mm square. Diffuser shall be steel with oven baked-on enamel bone white dull finish or extruded aluminum, perforated face hinged for easy access, and shall be fitted with fully adjustable air pattern controllers, a removable core, and a standard flanged frame; Titus, PAS; Air Mate, 700; or equal.

**Return register (for suspended ceilings).--**

Return register for suspended ceilings shall be 610 mm square, steel or extruded aluminum, perforated face hinged for easy access; Air Mate, 700RA; Titus, PAR; or equal.

**Wall supply register.--**

Wall supply register shall be double-deflecting adjustable type, with vertical face bars and horizontal rear louvers, steel with oven baked-on enamel bone white finish or extruded aluminum, flanged frame with sponge or felt gasket; Hart and Cooley T62; Air Mate 240-HO or equal.

**Wall return register.--**

Wall return register shall be single deflecting type, with horizontal adjustable louvers, steel with oven baked-on enamel bone white finish or extruded aluminum, flanged frame with sponge or felt gasket; Hart and Cooley, T70; Air Mate, 200-HO; or equal.

**Volume damper.--**

Volume damper shall be opposed blade type, operable from face with screw driver or Allen-head wrench, shall be same manufacturer as diffuser or may be furnished as part of the diffuser.

**Balance damper.--**

Balance damper shall be butterfly type, 1.52 mm (16-gage) minimum galvanized steel blade, end bearings with steel shaft and locking and indicator operator. Balance damper shall be Ventlock, Young, Anemostat, or equal.

**Air filter (for truck inspection facilities).--**

Air filter for truck inspection facilities shall be throwaway type, 50 mm minimum thickness, shall be approved for Class 2 use, shall have an average efficiency rating of between 30 and 35 percent as determined when tested in accordance with ASHRAE Test Standard 52, and shall be mounted in 16-gage galvanized steel holding frames.

**Condensate drain piping.--**

Condensate drain piping shall be rigid, Type L copper tubing with brazed solder fittings. The suction line shall be insulated, with vapor barrier and shall be weatherproofed for exterior installation. Factory sealed tubing shall not be used.

**PART 3.- EXECUTION****INSTALLATION.--**

**Ventilators.--**Exhaust ducts connected to exhaust fans shall be routed as shown on the plans and shall terminate in a weatherproof cap. Duct sizes shall be as shown on the plans or as recommended by the manufacturer, whichever is larger.

**Condensate drains.--**Air conditioning units shall be provided with condensate drain piping terminating away from the unit.

**Mounting heights.--**Thermostats shall be installed as shown on the plans.

**Air outlets.--**Volume dampers shall be furnished and installed for all diffusers. Blocking shall be provided on all sides of air outlets between ceiling or wall joists. Collars shall be supplied for all outlets and shall be taped and sealed in place.

**Vents.--**Vents shall be securely fastened to the building construction, shall be provided with a collar at all ceiling penetrations and shall terminate with a weather cap fabricated of the same material.

**Access door.--**Access doors shall be provided in rigid ducts for access to volume dampers, and control devices located within such ductwork; and shall be provided at such other locations as shown on the plans.

**Ducts and vents.--**Ductwork within the building shall be installed to clear lighting fixtures, doors, windows and other obstructions. Ductwork shall preserve head room and shall keep openings and passageways clear whether shown on plans or not.

Ductwork shall be installed and braced according to the latest edition of the SMACNA "HVAC Duct Construction Standards."

Slopes in sides at transitions shall be approximately one to five. The ductwork system shall not contain abrupt changes or offsets of any kind unless otherwise shown on the plans.

Where ducts pass through walls, floors or ceilings, galvanized sheet metal or steel angle collars shall be installed around the ducts.

Duct sections shall be connected by beaded sleeve-type couplings using joint sealer as recommended by the duct manufacturer. Duct sections shall be mechanically fastened with pop rivets or sheet metal screws and sealed with mastic or insulated, reinforced silver tape.

Flexible connections shall be provided at both inlet and outlet of fan coil and ventilating units.

All standing seams and transverse joints of supply, return and exhaust ducts and seams around plenums, fan and coil housings shall be sealed with sealant and taped.

## **FIELD QUALITY CONTROL.--**

**Pre-test requirements.--**Before starting or operating systems, equipment shall be cleaned and checked for proper installation, lubrication and servicing.

In each system, at least one air path, from fan to final outlet, shall have all balance dampers open. The final air quantities shall be achieved by adjusting the volume dampers or the fan RPM.

Final adjustments and balancing of the systems shall be performed in such a manner that the systems will operate as specified and as shown on the plans.

The Contractor shall replace or revise any equipment, systems or work found deficient during tests.

All automatic operating devices which are pertinent to the adjustment of the aforementioned air systems shall be set and adjusted to deliver the required quantities of air and at temperatures specified by the Engineer. All control work shall be done in collaboration with the control manufacturer's representative.

**Project completion tests.--**The Engineer shall be notified at least 3 working days in advance of starting project completion tests.

Upon completion of mechanical work and pre-test requirements, or at such time prior to completion as determined by the Engineer, the Contractor shall operate and test installed mechanical systems for at least 3 consecutive 8-hour days to demonstrate satisfactory overall operation. The air system shall be tested and balanced to the conditions set forth on the plans and in these special provisions. The following data shall be recorded at two-hour intervals:

- a. Ambient temperatures and conditions, °C
- b. Supply and return air quantities, L/sec, each room
- c. Thermostat set point, °C
- d. Air temperatures at room center, °C
- e. Fan motor amperages and voltages
- f. System static pressures, Pa

## **DIVISION 16. ELECTRICAL**

### **16.01 ELECTRICAL WORK**

#### **PART 1.- GENERAL. --**

##### **SUMMARY**

**Scope.--**This work shall consist of performing electrical work in accordance with the details shown on the plans and these special provisions.

Electrical work shall include furnishing all labor, materials, equipment and services required to construct and install the complete electrical system shown on the plans and the work of installing electrical connections for the thermostats, motors, and controls specified elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of conduits and other facilities and location of equipment is to be governed by structural conditions and other obstructions, and shall be coordinated with the work of other trades. Equipment requiring maintenance and inspection shall be located where it is readily accessible for the performance of such maintenance and inspection.

**Related work.--**Earthwork, foundations, sheet metal, painting, mechanical and such other work incidental to and necessary for the proper installation and operation of the electrical work shall be done in accordance with the requirements specified for similar work elsewhere in these special provisions.

**Sawcutting.--**Prior to excavation or trenching, existing surfacing shall be removed to saw cut lines or expansion joints, if any. Surfacing to be replaced shall match the thickness, grades and finish of the adjacent surrounding surfaces.

## **CLOSEOUT SUBMITTALS.--**

**Operation and maintenance manuals.--**Prior to the completion of the contract, 3 identified copies of the operation and maintenance instructions with parts lists for the equipment specified herein shall be delivered to the Engineer at the jobsite. The instructions and parts lists shall be in a bound manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material will be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

Manuals shall be submitted for the following equipment:

- Fire alarm control panel
- Intrusion alarm control panel
- PA system control panel
- Overheight transmitter and receiver

## **QUALITY ASSURANCE.--**

**Codes and standards.--**All work performed and materials installed shall be in accordance with the National Electrical Code; the California Building Standards Code, Title 24, Part 3, "California Electrical Code," and the California Code of Regulations, Title 8, Chapter 4, "Electrical Safety Orders," and all state ordinances.

**Warranties and guarantees.--**Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

## **TESTING.--**

After the electrical system installation work has been completed, the electrical system shall be tested in the presence of the Engineer to demonstrate that the electrical system functions properly. The Contractor shall make necessary repairs, replacements, adjustments and retests at his expense.

## **16.02 BASIC MATERIALS AND METHODS**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing conduits, conductors, fittings, and wiring devices in accordance with the details shown on the plans and these special provisions.

Conduits, conductors, fittings, and wiring devices shall include those accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the electrical system.

#### **SUBMITTALS.--**

**Product data.--**A list of materials and equipment to be installed, manufacturer's descriptive data, and such other data as may be requested by the Engineer shall be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions for recessed junction and pull boxes, and component layout shall be included where applicable. All control and power conductors on the shop drawings shall be identified with wire numbers.

## **PART 2.- PRODUCTS**

### **CONDUITS AND FITTINGS.--**

#### **Rigid steel conduit and fittings.--**

Rigid steel conduit shall be threaded, full weight rigid steel, hot-dip galvanized inside and outside with steel or malleable iron fittings. Fittings shall be threaded unless otherwise specified or shown on the plans.

Split or three-piece couplings shall be electroplated, malleable cast iron couplings.

Insulated grounding bushings shall be threaded malleable cast iron body with plastic insulated throat and steel, lay-in ground lug with compression screw.

Insulated metallic bushings shall be threaded malleable cast iron body with plastic insulated throat.

#### **Electrical metallic tubing (EMT) and fittings.--**

Electrical metallic tubing shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam with zinc coating outside and enamel or lacquer coating inside.

Couplings shall be electroplated, rain and concrete tight, gland compression type, steel body couplings with malleable iron nuts.

Connectors shall be electroplated, rain and concrete tight, gland compression type, steel body connectors with male hub, malleable iron nut and insulated plastic throat.

#### **Flexible metallic conduit and fittings.--**

Flexible metallic conduit shall be fabricated in continuous lengths from galvanized steel strip, spirally wound and formed to provide an interlocking design.

Fittings shall be electroplated screw-in type with malleable cast iron body and threaded male hub with insulated throat.

#### **Liquid tight flexible metallic conduit and fittings.--**

Liquid tight flexible metallic conduit shall be fabricated in continuous length from galvanized sheet steel, spirally wound and formed to provide an interlocking design with an extruded polyvinyl chloride cover.

Fittings shall be electroplated, malleable cast iron body, with cap nut, grounding ferrule, and connector body with insulated throat.

#### **Rigid non-metallic conduit and fittings.--**

Rigid non-metallic conduit shall be Schedule 40, high impact, nonconducting, self-extinguishing polyvinyl chloride (PVC) rigid non-metallic conduit for direct underground burial.

Couplings shall be PVC, socket type or thread on one end and socket type on the other end as required for the particular application.

Terminal adapters for adapting PVC conduit to boxes, threaded fittings, or metallic conduit system shall be PVC adapters with threads on one end and socket type on the other end.

### **CABLES AND CONDUCTORS.--**

#### **Cables.--**

Unless otherwise specified, cables shall be as shown on the plans and shall be selected and sized by the manufacturer supplying the device or equipment to which it is connected. Loop lead-in cables, between loop detectors and control panel, shall conform to the requirements of Section 86-5.01A(4), "Construction Materials", of

the Standard Specifications for Type B lead-in cable. Speaker cables and coaxial cables shall conform to the requirements specified elsewhere in these special provisions.

#### **Fiber Optic Communication Cable.--**

Fiber optic communication cable shall be 2 pair 24 gauge shielded, type CM, 75 degrees C, AWM style 2493, CSA PCC FT1; inner wall 0.022; jacket wall 0.045; complies with NEC article 800; suitable for use in external connection of electronic equipment. Cable shall be Carol LOCAP computer cable, Catalog No. C0910, or equivalent.

#### **Telephone Cable.--**

Telephone cable shall consist of 4 No. 18 conductors with braided copper shield and an outside jacket. Each conductor shall have a minimum of 16 tinned copper strands. Individual conductor insulation shall be rubber or thermoplastic, rated for 600 volts and color-coded black, white, red, and green. Jacket shall be neoprene, polyethylene, or polyvinyl chloride with a nominal thickness of 0.09 mm. Outside diameter of jacket shall not exceed 8.9 mm.

#### **Twisted Shielded Pair.--**

Twisted shielded pair shall be two conductor stranded, No. 16 spiral copper shielded foil with copper drain and plastic jacket suitable for underground use.

#### **Signal Interconnect Cable.--**

Signal interconnect cable (SIC) shall be the 3-pair type.

#### **Conductors.--**

Conductors shall be stranded copper wire.

Conductor insulation types unless otherwise shown or specified, shall be as follows:

1. Conductors across hinges of control panel enclosures shall be Type MTW.
2. Conductors shall be type XHHW-2 in wet and outdoor locations.
3. Conductors shall be type THHN in dry locations.

#### **Wire connections and devices.--**

Wire connections and devices shall be pressure or compression type, except that connectors for No. 10 AWG and smaller conductors in dry locations may be preinsulated spring-pressure type.

#### **ELECTRICAL BOXES.--**

##### **Outlet, device and junction boxes.--**

Unless otherwise shown or specified, boxes shall be galvanized steel boxes with knock-outs and shall be the size and configuration best suited to the application indicated on the plans. Minimum size of outlet, receptacle, switch or junction boxes shall be 100 mm square by 40 mm deep, except that switch boxes for the installation of single switches and outlet boxes for flush-mounted light fixtures shall be 50 mm by 75 mm by 40 mm deep.

Multiple switches shall be installed in standard gang boxes, unless otherwise specified or shown on the plans.

Cast metal boxes shall be cast iron boxes with threaded hubs and shall be of the size and configuration best suited to the application shown on the plans.

Flush-mounted boxes shall have stainless steel covers, one mm thick. Cover screws shall be metal with finish to match cover finish.

Unless otherwise shown or specified, surface-mounted boxes shall have galvanized steel covers with metal screws.

Weatherproof junction boxes shall have cast metal covers with gaskets.

Weatherproof switch and receptacle boxes shall have gasketed covers with gasketed hinged flaps to cover switches and receptacles.

Floor outlet boxes shall be steel concrete tight with watertight, bronze cover plate assemblies. Box shall be 110 mm square by 60 mm deep and shall have 20 mm vertical and 10 degrees tilt adjustment after pouring the concrete. Duplex plug plate assembly shall have leashed cover. Telephone plate assembly shall have 20 mm plug.

Sectional device plates will not be permitted.

#### **Underground pull boxes.--**

Traffic rated pull boxes shall be high density reinforced concrete box with steel cover with hold down bolts and bonding strap. Pull box and cover shall be designed for H20 loading. No. 3 1/2 pull box shall have inside dimensions of 270 mm by 440 mm and No. 5 pull box shall have inside dimensions of 335 mm by 610 mm.

#### **RECEPTACLES AND SWITCHES.--**

##### **Ground fault circuit interrupter receptacles (GFCI).--**

Ground fault circuit interrupter receptacles shall be NEMA Type 5-20R, feed-through type, ivory color, 3-wire, 20-Ampere, 125-V (ac), grounding type, specification grade, duplex receptacle with ground fault interruption. Receptacle shall detect and trip at current leakage of 5 milli Ampere and shall have front mounted test and reset buttons.

##### **Duplex receptacles.--**

Duplex receptacles shall be NEMA Type 5-20R, 3-wire, 20-Ampere, 125 V (ac), safety grounding, ivory color, specification grade receptacle suitable for wiring with stranded conductors.

##### **Management Information System (MIS) receptacles.--**

MIS receptacles shall be NEMA Type 5-20R, 3-wire, 20-Ampere, 125-V (ac), isolated grounding, orange color, specification grade receptacle suitable for wiring with stranded conductors.

##### **Snap switches.--**

Snap switches shall be 20-Ampere, 120/277-V (ac), quiet type, specification grade, ivory color switch with silver cadmium alloy contacts. Switch shall be suitable for wiring with stranded conductors.

##### **Motion sensor wall switches.--**

Motion sensor wall switches shall be wall-mounted, 3-wire, 1500-Watt incandescent or fluorescent, off-auto-on, passive infrared sensor switch with adjustable photocell override and time delay and shall operate on 120/277 volts. The sensor switch shall cover a minimum of 84 square meters of floor area, be suitable for installation in a single gang box, and shall have a field of view of not less than 170 degrees. The time delay setting shall be adjustable from 30 seconds to 20 minutes, initially set at 5 minutes. Light level adjustment shall be adjustable from 215 lux to 2153 lux, initially set at 753 lux.

##### **Motion sensor ceiling switches.--**

Motion sensor ceiling switches shall be ceiling-mounted, 3-wire, 600-watt incandescent or fluorescent, passive infrared sensor switch with adjustable time delay and shall operate on 120/277 volts. The sensor switch shall be suitable for installation in a single gang box, and shall have a field of view of not less than 360 degrees. The time delay setting shall be adjustable from 30 seconds to 20 minutes, initially set at 5 minutes.

##### **Three-way toggle switches.--**

Three-way toggle switches shall be 20-ampere, 120/277-volt AC, quiet type, specification grade, ivory color switch with silver cadmium alloy contacts. Switch shall be suitable for wiring with stranded conductors.

##### **Dimmer switches.--**

Fluorescent dimmer switches shall be full range, smooth action integrated linear slide control, single-pole, 120-V (ac), 60 Hz, suitable for electronic dimming type ballast as shown on the plans, with separate heavy duty ON/OFF

switch. Switches shall have durable silver/cadmium-oxide contacts. Switches shall be slim, compact housing which fits easily into a 2-gang or 4-gang box.

## **MISCELLANEOUS MATERIALS.--**

### **Warning Tape.--**

Warning tape shall be 100 mm wide and contain the printed warning "CAUTION ELECTRICAL CONDUIT" in bold 19 mm black letters at 760 mm intervals on bright orange or yellow background. The printed warning shall be non-erasable when submerged under water and resistant to insects, acids, alkali, and other corrosive elements in the soil. The tape shall have a tensile strength of not less than 70 kg per 100 mm wide strip and shall have a minimum elongation of 700 percent before breaking.

### **Pull ropes.--**

Pull ropes shall be nylon or polypropylene with a minimum tensile strength of 225 kg.

### **Watertight conduit plugs.--**

Watertight conduit plugs shall be a hollow or solid stem expansion plugs complete with inner and outer white polypropylene compression plates and red thermoplastic rubber seal. Seal material shall be non-stick type rubber resistant to oils, salt, and alkaline substances normally available at the construction sites.

### **Anchorage devices.--**

Anchorage devices shall be corrosion resistant, toggle bolts, wood screws, bolts, machine screws, studs, expansion shields, and expansion anchors and inserts.

### **Electrical supporting devices.--**

Electrical supporting devices shall be one hole conduit clamps with clamp backs, hot-dipped galvanized, malleable cast iron.

Construction channel shall be 41 mm x 41 mm, 2.66 mm (12-gage) galvanized steel channel with 13 mm diameter bolt holes, 40 mm on center in the base of the channel.

### **Ground rod(s).--**

Ground rod(s) shall be a 19 mm (minimum) galvanized or copper clad steel rod, 3 meters long.

### **Telephone outlet boxes.--**

Telephone outlet boxes shall be 102 mm square boxes and plates with modular type telephone outlet. Boxes on stud walls shall have plaster ring.

Plates for flush mounting outlets in finished room shall be Type 430 stainless steel, one mm thick with satin finish.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**Conduit, general.--**Rigid steel conduit shall be used unless otherwise shown on the plans or specified in these special provisions.

Electrical metallic tubing may be used in furred spaces and for exposed work indoors above the switch height.

Unless otherwise specified or shown on the plans, flexible metal conduit shall be used to connect suspended lighting fixtures, motors, HVAC equipment, and other equipment subject to vibration in dry locations.

Unless otherwise specified or shown on the plans, liquid-tight flexible metal conduit shall be used to connect motors, HVAC equipment, and other equipment subject to vibration in wet locations.

Rigid non-metallic conduit shall be used at the locations shown on the plans for direct underground burial outside the building foundation.



**Conduit installation.**--Conduit trade sizes are shown on the plans. No deviation from the conduit size shown on the plans will be permitted without written permission from the Engineer.

Conduit shall be concealed unless otherwise shown on the plans.

Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.

Rigid non-metallic conduit bends of 30 degrees or greater shall be factory-made long radius sweeps. Bends less than 30 degrees shall be made using an approved heat box.

A pull rope shall be installed in all empty conduits. At least one meter of pull rope shall be doubled back into the conduit at each termination.

Locations of conduit runs shall be planned in advance of the installation and coordinated with the ductwork, plumbing, ceiling and wall construction in the same areas and shall not unnecessarily cross other conduits or pipe, nor prevent removal of ceiling tiles or panels, nor block access to mechanical or electrical equipment.

Where practical, conduits shall be installed in groups in parallel, vertical or horizontal runs and at elevations that avoid unnecessary offsets.

Exposed conduit shall be installed parallel and at right angles to the building lines.

Conduits shall not be placed closer than 300 mm from a parallel hot water or steam pipe or 75 mm from such lines crossing perpendicular to the runs.

All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers.

Single conduit runs shall be supported by using one hole pipe clamps. Where run horizontally on walls in damp or wet locations, conduit shall be installed with "clamp backs" to space conduit off the surface.

Multiple conduit runs shall be supported with construction channel secured to the building structure. Conduits shall be fastened to construction channel with channel compatible pipe clamps.

Raceways of different types shall be joined using approved couplings or transition fittings.

Expansion couplings shall be installed where conduit crosses a building separation or expansion joint.

All floor and wall penetrations shall be sealed water-tight.

Existing underground conduit to be incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

**Conduit terminations.**--Rigid steel conduits shall be securely fastened to cabinets, boxes and gutters using 2 locknuts and specified insulating metallic bushing. Electrical metallic tubing shall be securely fastened to cabinets, boxes and gutters using specified connectors. Conduit terminations at exposed weatherproof enclosures and cast outlet boxes shall be made watertight using specified hubs.

Grounding bushings with bonding jumpers shall be installed on all type of conduits terminating at concentric knockouts and on all conduits containing service conductors, grounding electrode conductor, and conductors feeding separate buildings.

Rigid non-metallic conduits shall be terminated inside the underground pull boxes with an approved conduit bushings or fittings. All conduits shall enter the pull box at an angle of 45 degrees 127or more.

All future conduits terminated in underground pull boxes or exposed indoor and outdoor shall be provided with watertight conduit plugs.

**Warning Tape.**--Warning tape shall be placed over each conduit in a trench. Each warning tape shall be centered over the conduit and shall be placed over the 150 mm layer of sand covering the conduit as described elsewhere in these special provisions.

**Conductor and cable installation.**--Conductors shall not be installed in conduit until all work of any nature that may cause injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. An approved non-petroleum base and insulating type pulling compound shall be used as needed.

All cables shall be installed and tested in accordance with manufacturer's recommendations.

Splices and joints shall be insulated with insulation equivalent to that of the conductor.

Provide 155 mm of slack at each outlet and device connection. If the outlet or device is not at the end of a run of wire, connection shall be made with correctly colored pigtails tapped to the runs with splices as specified herein.

Branch circuit conductors in panelboards shall be neatly trained along a path from the breaker terminals to their exit point. The conductors shall have ample length to transverse the path without strain, but shall not be so long as to require coiling, doubling back, or cramming. The path shall transverse the panelboard gutter spaces without entering a gutter containing service conductors and, unless otherwise shown on the plans, without entering the gutter space of any panelboard feeder.

All pressure type connectors and lugs shall be retightened after the initial set.

Splices in underground pull boxes and similar locations shall be made watertight.

Junction boxes in furred or accessible ceiling spaces shall be identified with felt-tip pen denoting the circuits contained in the box.

**Conductor identification.**--The neutral and equipment grounding conductors shall be identified as follows:

Neutral conductor shall have a white or natural gray insulation except that conductors No. 4 and larger may be identified by distinctive white marker such as paint or white tape at each termination.

Equipment grounding conductor shall be bare or insulated. If insulated, equipment grounding conductors shall have green or green with one or more yellow stripes insulation over its entire length except that conductors No. 4 and larger may be permanently identified by distinctive green markers such as paint or green tape over its entire exposed insulation.

Feeder and branch circuit ungrounded conductors shall be color coded by continuously colored insulation, except conductors No. 6 AWG or larger may be color coded by colored tape at each connection and where accessible. Ungrounded conductor color coding shall be as follows:

SYSTEM	COLOR CODE
120/240V-Single phase	Black, blue

Where more than one branch circuit enters or leaves a conduit, panel, gutter, or junction box, each conductor shall be identified by its panelboard and circuit number. All control conductors including control conductors of manufacturer supplied and field wired control devices shall be identified at each termination with the wire numbers shown on the plans, approved shop drawings, and as directed by the Engineer where deemed necessary. Identification shall be made with one of the following:

1. Adhesive backed paper or cloth wrap-around markers with clear, heat shrinkable tubing sealed over either type of marker.
2. Self-laminating wrap around type, printable, transparent, permanent heat bonding type thermoplastic film markers.
3. Pre-printed, white, heat-shrinkable tubing.

Each terminal block shall have a molded marking strip attached with screws. The identifying numbers of the terminating conductors, as shown on the plans or on the submittal drawings, shall be engraved in the marking strip.

**Outlet, device and junction box installation.**--Where exposed threaded steel conduits are connected to an outlet, device, or junction box below switch height, the box shall be a cast metal box. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall be sheet steel boxes. Weatherproof outlet, device and junction boxes shall have cast metal covers with gaskets. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall have standard galvanized covers.

All boxes shall finish flush with building walls, ceiling and floors except where exposed work is called for.

Raised device covers (plaster rings) shall be installed on all boxes concealed in concrete, masonry or stud walls.

No unused openings shall be left in any box. Knockout seals shall be installed as required to close openings.

Outlet, device, and junction boxes shall be installed at the locations and elevations shown on the plans or specified herein. Adjustments to locations may be made as required by structural conditions and to suit coordination requirements of other trades.

Boxes in stud walls and partitions shall not be mounted back to back. Through-wall boxes shall not be used.

Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on heavy gauge galvanized steel, snap-in box supports.

Fixture outlet boxes installed in suspended ceilings of gypsum board or lath and plaster construction shall be mounted on 1.52 mm (16-gage) metal channel bars attached to main ceiling runners.

Fixture outlet boxes for pendant-mounted fixtures installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structures above.

**Underground pull box installation.**--Electrical pull box covers or lids shall be marked "ELECTRICAL." Telephone service pull box covers or lids shall have plain, unmarked covers.

The bottom of pull boxes shall be bedded in 155 mm of clean, crushed rock or gravel and shall be grouted with 40 mm thick grout prior to installation of conductors. Grout shall be sloped to a 25 mm PVC pipe drain hole. Conduit shall be sealed in place with grout.

Top of pull boxes shall be flush with surrounding grade or top of curb. In unpaved areas where pull box is not immediately adjacent to and protected by a concrete foundation, pole or other protective construction, the top of pull box shall be set at plus 30 mm above surrounding grade. Pull boxes shown on the plans in the vicinity of curbs shall be placed

adjacent to the back of curb. Pull boxes shown on the plans adjacent to lighting standards shall be placed on the side of foundation facing away from traffic.

**Ground rod(s) installation.**--The ground rod(s) shall be driven vertically until the top is 155 mm above the surrounding surface. When vertical penetration of the ground rod cannot be obtained, an equivalent horizontal grounding system, approved by the Engineer, shall be installed.

**Anchorages.**--Hangers, brackets, conduit straps, supports, and electrical equipment shall be rigidly and securely fastened to surfaces by means of toggle bolts on hollow masonry; expansion shields and machine screws, or expansion anchors and studs or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces; and wood or lag screws on wood construction.

Anchorage devices shall be installed in accordance with the anchorage manufacturer's recommendations.

**Mounting heights.**--Electrical system components shall be mounted at the following mounting heights, unless otherwise shown on the plans. The mounting height dimensions shall be measured above the finished floor to the bottom of the device or component.

Thermostats	1.1 m maximum, office areas 1.25 m maximum, hallways
Wall switches	1.0 m maximum
Convenience outlets	510 mm minimum, all areas 1.0 m minimum, at countertops
Telephone and radio outlets	510 mm minimum
Key pads, pull stations	1.2 m maximum
Pushbuttons	1.2 m maximum

## 16.03 ELECTRICAL EQUIPMENT

### PART 1.- GENERAL

#### SUMMARY.--

**Scope.**--This work shall consist of furnishing and installing panelboards, disconnect switches, and related accessories in accordance with the details shown on the plans and these special provisions.

**Related work.**--Anchorage devices shall be as specified under "Basic Materials and Methods" elsewhere in this Division 16.

#### SUBMITTALS.--

**Product data.**--A list of materials and equipment to be installed, manufacturer's descriptive data, and such other data as may be requested by the Engineer shall be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions, and component layout shall be included where applicable. All control and power conductors on the shop drawings shall be identified with wire numbers.

### PART 2.- PRODUCTS

#### PANELBOARDS.--

##### Panel E--

Panel E shall be indoor type, surface-mounted, bottom feed, factory assembled, 1-phase, 3-wire, 120/240-V (ac) panelboard at least 508 mm wide with 200-Ampere main circuit breaker, insulated groundable neutral, hinged door and molded case branch circuit breakers as shown on the plans. Panel shall be Square D Company, Westinghouse, General Electric, or equal.

## **SWITCHES.--**

### **Air conditioner disconnect switches.--**

Air Conditioner Disconnect switches shall be 2-pole, 240-V (ac), 60-Ampere, fused, general duty safety switch in a NEMA 3R enclosure. The fuses shall be sized to suit the air conditioning unit furnished.

## **ELECTRIC DOOR STRIKE.--**

### **Electric Door Strike**

Electric door strike shall be a heavy duty industrial type 24-V (ac), suitable for remote door-lock control as shown on the plans.

### **Buzzer**

Buzzer shall be surface mounted, heavy duty 24-V (ac), adjustable volume type buzzer rated 62 dB at 3 meter minimum.

### **Pushbuttons**

Pushbuttons shall be weatherproof, momentary contact type pushbuttons as shown on the plans. Contact shall be rated 4-Ampere, resistive (min) at 24-V (ac).

## **MISCELLANEOUS MATERIALS.--**

### **Nameplates.--**

Nameplates shall be laminated phenolic plastic with white core and black front and back. Nameplate inscription shall be in capitals letters etched through the outer layer of the nameplate material.

### **Warning plates.--**

Warning plates shall be laminated phenolic plastic with white core and red front and back. Warning plates inscription shall be in capitals letters etched through the outer layer of the nameplate material.

### **Plywood backing board.--**

Plywood backing board for mounting electrical or telephone equipment shall be 19 mm, APA plywood panels, C-D PLUGGED and touch-sanded, Exposure 1.

## **PART 3.- EXECUTION**

### **INSTALLATION.--**

**Plywood backing board.--**Plywood backing board shall be securely fastened to walls or other vertical framing.

Surface to be coated shall be cleaned of all dirt, excess materials, of filler by hand cleaning.

Plywood backing board exposed surfaces shall receive the following paint system: one prime coat, alkyd, interior wood primer and 2 finish coats, acrylic, interior enamel, semi-gloss. Color shall match surrounding surfaces, or shall be as directed by the Engineer.

Coatings shall be applied in accordance with the manufacturer's instructions. Each coat shall be applied to a uniform finish, free of skips, brush marks, laps or other imperfections.

**Existing panelboards.--**Provide new branch circuit breaker, where required to match existing type unless otherwise shown on the plans. Provide mounting hardware, bus straps, and related materials for proper circuit breaker installation. Provide new typewritten circuit directory reflecting changes made under the Contract.

**Panelboard installation.--**Set cabinets plumb and symmetrical with building lines. Train interior wiring as specified under "Conductor and Cable Installation" in "Basic Materials and Methods" of these special provisions. Touch-up paint any

marks, blemishes, or other finish damage suffered during installation. Replace cabinets, doors or trim exhibiting dents, bends, warps or poor fit which may impede ready access, security or integrity.

Mounting height shall be 1.67 meters to the highest circuit breaker handle, measured above the finished floor.

Where "Future" or "Space" is indicated on the plans, branch connectors, mounting brackets, and other hardware shall be furnished and installed for future breaker.

A typewritten directory under transparent protective cover shall be provided and set in metal frame inside each cabinet door. Directory panel designation for each circuit breaker shall include complete information concerning equipment controlled, including room number or area designated on the plans.

**Equipment identification.--**Equipment shall be identified with nameplates fastened with self-tapping, cadmium-plated screws or nickel-plated bolts.

**Warning plates.--**Warning plates shall be attached to designated equipment with self-tapping cadmium-plated screws or nickel-plated bolts.

## **16.04 LIGHTING**

### **PART 1.- GENERAL**

**Scope.--**This work shall consist of furnishing, installing and connecting all lighting equipment in accordance with the details shown on the plans and these special provisions.

**SUBMITTALS.--**Manufacturer's descriptive information, photometric curves, catalog cuts, and installation instructions shall be submitted for approval.

### **PART 2. PRODUCTS.--**

#### **Lighting fixture lamps.--**

Lighting fixture lamps shall be type and size as shown on the plans. Lamps shall be General Electric, Phillips, Sylvania, or equal. Fluorescent lamps, unless otherwise noted, shall be 4100K tri-phosphor with a CRI of 70 or greater.

#### **Ballasts.--**

All fixtures shall be equipped with high power factor ballasts suitable for the line voltage and for the type, size and number of lamps required by the fixture. Fluorescent ballasts shall be UL Listed, Class P and ETL Certified ballasts with sound rating A. Fluorescent ballasts shall be high-frequency electronic ballasts with power factor greater than 0.95, nominal ballast factor of 0.88 unless specified otherwise, total harmonic distortion less than 20 percent, crest factor less than or equal to 1.7, complying with ANSI C 62.41 Category A for surge protection, and FCC Part 18 for interference. Dimming ballasts shall be high frequency ballasts as specified above and shall be capable of dimming the light output from 100 percent to 20 percent of the rated light output. All ballasts used outside or in unheated areas inside the building shall be -20°C ballasts or less.

#### **Lighting fixtures.--**

Lighting fixtures shall be as shown on the plans and as specified herein. Outdoor luminaires shall be listed and labeled "Fixture Suitable For Wet Locations."

#### **F1.--**

Lay-in 600 mm x 1200 mm fluorescent fixture with two 32-Watt T8 lamps, white baked enamel reflector, electronic ballast and 18-cell louvers. The fixture shall meet IES RP-24 requirements for use in spaces containing video display terminals. The fixture shall be Day Brite, Columbia, Lithonia; or equal.

#### **F2.--**

Lay-in 300 mm x 1200 mm lensed troffer fluorescent fixture with one 32-Watt T8 lamp, white baked enamel reflector and electronic ballast. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**F3.--**

Lay-in 600 mm x 1200 mm lensed troffer fluorescent fixture with two 32-Watt T8 lamps, white baked enamel reflector and electronic ballast. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**F4.--**

Ceiling-mounted 600 mm x 600 mm fluorescent fixture with two 14-Watt T5 lamps and electronic ballast. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**F5.--**

Ceiling-mounted fluorescent fixture with two 32-Watt T8 lamps, electronic ballast, white baked enamel reflector and one-piece, clear acrylic, wrap-around diffuser. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**F6--**

Ceiling-mounted fluorescent fixture with one 32-Watt T8 lamp, electronic ballast, white baked enamel reflector and one-piece, clear acrylic, wrap-around diffuser. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**F7.--**

Outdoor, wall mounted fluorescent fixture with two 59-Watt, 2438 mm long, T8 lamps, ballast white baked enamel reflector and one-piece wrap-around diffuser. The fixture shall be suitable for installation in wet locations. The fixture shall be Columbia, Day-Brite, Lithonia; or equal.

**H1.--**

Outdoor, bracket mounted, 175-Watt, 120-volt metal halide flood-light luminaire with integral ballast. The luminaire shall be Holophane-Predator, GE-Powerflood; or equal.

**H2.--**

Outdoor, wall mounted, 70-Watt, 120-volt high pressure sodium luminaire with integral ballast. The luminaire shall be Holophane, ITT; or equal.

**Fused splices.--**

Fused splices shall be Buss; Elastimold; or equal; with standard midget, ferrule, 5-Ampere, 120-volt, slow blowing fuses.

**Photoelectric unit (PEC).--**

Photoelectric unit shall be a photoelectric control suitable for mounting in an outdoor location. The unit shall have a photocell shield to allow adjustment for light level variations and shall have a built-in delay to prevent false cycling; Intermatic Dayton, or equal.

**Area lights control panel.--**

Area lights control panel shall consist of a lighting contactor, selector switch, time clock and pilot light in a surface mounted NEMA-12 enclosure with a hinged door.

**Lighting contactor (LC).--**

Lighting contactor shall be electrically held lighting contactor with 120-V (ac) coil and 30-Ampere, double-break, silver alloy contacts. The number of poles shall be as shown on the drawings. Lighting contactor shall be as manufactured by Square D Company, I.T.E., Westinghouse, or equal.

**Selector switch (SS).--**

Selector switch shall be rotary action, double-pole, 2-position, 10-Ampere, 120-volt switch. Switch contacts shall have an inductive pilot duty rating of 60 Amperes (make), 6 Amperes (break) and 10 Amperes (continuous) at 120 volts and 35 percent power factor. Selector switch shall have legend plate marked MANUAL-AUTO.

**Pilot light (PL).--**

Pilot light shall be panel mounted, heavy duty, oil tight indicating light with 120-V (ac), LED lamp with red domed cap.

**Time clock (TC).--**

Time clock shall be a 120-volt, single circuit, solid-state programmable timer with power on-off and manual override switch. Time clock shall be able to program for a minimum of 3 independent schedules for any days of the week. Contact rating shall not be less than 10-Amperes at 120-V (ac).

**Terminal block (TB).--**

Terminal block shall be 30-Ampere, 300-volt, molded plastic with two or more mounting holes and two or more terminals in each cast block. The molded plastic shall have a high resistance to heat, moisture, mechanical shock, and electrical potential and shall have a smooth even finish. Each block shall have a molded marking strip attached with screws. Terminal blocks shall have tubular, high pressure clamp connectors.

**FABRICATION.--**

**Component mounting.--**The following electrical components shall be mounted on the back panel of the area lights control panel:

Terminal Block, TB  
Lighting contactors, LC1  
Time clock, TC

The following electrical components shall be mounted on the hinged door of the area lights control panel:

Selector switch, SS  
Pilot light, PL

**PART 3.- EXECUTION**

**Lighting fixtures.--**Lighting fixtures shall be mounted securely in accordance with the manufacturer's recommendations. Mounting methods shall be suitable for the particular type of ceiling or support at each location.

The Contractor shall provide all supports, hangers, spacers, channels, fasteners and other hardware necessary to support the fixtures.

Fixtures shall be set at the mounting heights shown on the plans, except heights shown shall be adjusted to meet conditions.

**Ballasts.--**All fluorescent fixtures shall be equipped with high power factor ballasts suitable for the line voltage and for the type, size and number of lamps required by fixture. The Contractor has the option to install low voltage dimming control provided that the Contractor submit plans and specifications with appropriate revisions for the low voltage dimming control to the Engineers for approval prior to installation.

All ballasts used outside the building or in unheated areas inside the building shall be -20°C ballasts or less.

**16.05 VEHICLE MONITORING AND SIGNAL SYSTEM****PART 1.- GENERAL**

**Scope.--**This work shall consist of furnishing, installing, and connecting the vehicle monitoring and signal system in accordance with the details shown on the plans and these special provisions.

The vehicle monitoring and signal system shall include control console, control panel, public address (PA) system, overheight gage indicator, closed circuit television (CCTV) monitor, and inspection bay call pushbuttons system. This work shall also include connecting the approach and exit traffic signal operation, changeable message sign operation, loop detector operation and closed circuit television (CCTV) operation.

**SUBMITTALS.--**

Manufacturer's descriptive information, catalog cuts, and installation instructions shall be submitted for approval.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **CONTROL CONSOLE.--**

**General.--**The control console shall be an oiltight console designed to house electrical components as shown on the plans. The console shall be made from 2 mm, nominal (14-gage) steel, and shall contain continuously welded seams with no holes or knockouts. The cover shall contain a continuous hinge, a gasket, and captive screws for securing.

The selector switches, toggle switches, pushbuttons, illuminated pushbuttons, pilot lights and nameplates shall be mounted on the cover of the control console. Terminal blocks shall be mounted inside the console. Sonalert beeper shall be mounted on the side of the control console. The changeable message sign shall display the "Scale Open" or "Scale Closed" by selecting the corresponding selector switch position on the control console. Electrical equipment shall conform to the following:

##### **Selector switches.--**

Selector switches shall be 22 mm, 3-position selector switch with knob handle and maintained contact. Contact shall be rated 10-Ampere at 120-V ac).

##### **Toggle switches.--**

Toggle switches shall be single-pole switches rated 10-Ampere at 120-V (ac). Toggle switches shall contain screw terminals.

##### **Pushbuttons.--**

Pushbuttons shall be 30 mm round, momentary contact type pushbuttons as shown on the plans. Contact shall be rated one-ampere, resistive (min) at 24-V (dc).

##### **Illuminated pushbuttons.--**

Illuminated pushbuttons shall be 30 mm round, momentary contact illuminated type pushbuttons as shown on the plans. Contact shall be rated one-ampere, resistive (min) at 24-V (dc).

##### **Overheight-beeper.--**

Sonalert shall be 24-V (dc) operated solid state beeper capable of 55 db at 610 mm, and emitting a sound frequency of 2900 Hz.

##### **Pilot lights.--**

Pilot lights shall be 30 mm round, 24-V (dc) LED lamp with the lens color and marking as shown on the plans.

##### **Terminal Blocks.--**

Terminal blocks shall contain at least the number of terminal connections shown on the plans or specified in these special provisions. Terminal blocks shall be 300-Volt, 20-Ampere, molded plastic with 2 or more mounting holes and 2 or more terminals in each cast block. The molded plastic shall have a high resistance to heat, moisture, mechanical shock and electrical potential and shall have a smooth even finish. Each block shall have a molded marking strip attached with screws. The identifying numbers of the terminating wires, as shown on the working drawings, shall be engraved in the marking strip. Terminal blocks shall have tubular, high-pressure clamp connectors.

#### **CONTROL PANEL.--**

**General.--**The control panel enclosure shall be a surface mounted NEMA Type 12 enclosure conforming to Joint Industrial Conference Standards. The enclosure shall be made of 1.91 mm (14-gage) steel minimum with all seams continuously welded. The enclosure shall contain an electrical mounting panel and a hinged door. The programmable logic controller, loop detector module, control relays, 24-volt power supply and terminal blocks shall be mounted on the panel in the enclosure.



**Programmable logic controller.--**

Programmable logic controller shall be 120-V (ac) powered "brick" controller with a minimum of 15-V (dc) input and 9 relay outputs as shown on the plans. The controller shall have a self built-in 24-V (dc) power supply for all the input requirements. Relay output shall have a 2 ampere contact rating. Programmable controller shall be IDEC Micro3, Toshiba T1, or equal. Communication cable and programming software shall be provided.

Programmable logic controller shall be programmed to provide the functions as specified in these special provisions. Program shall be stored in non-volatile memory without the need of battery backup. Following are the description for the control components:

When the beam of the transmitter unit of the overheight detector is interrupted, the receiver unit of the overheight detector shall close and cause the buzzer to sound and the indicating light in the console to be lit until canceled by the operator by activating the reset pushbutton.

Whenever a desired color of traffic signal indication is desired by the activation of the corresponding pushbutton, the output of the programmable logic controller shall cause the connected signal head to be lit and the corresponding indicating light in the console to be lit. This action shall also cancel or reset the opposing indication of traffic signal. That is when green is selected, red shall be extinguished and correspondingly, when red is selected, the green indication shall be extinguished. When both the green and red pushbuttons are activated simultaneously, both indications shall be extinguished. The exit signal pushbutton shall toggle the exit signal to go on and off with each activation of the pushbutton. All indicating light shall match the actual output.

Inspection bay call pushbuttons shall be as specified under "Inspection Bay Call System" in these special provisions.

**Loop detector module.--**

The loop detector module shall be 120-volt AC, self enclosed unit with connector for connecting to the loop lead in wire, power supply and output wire. The loop detector module shall be prewired with input and output circuits wired to the terminal block. The detector card shall have a dry contact output rated 120-volt AC compatible with the counter at control console.

**Control relays.--**

Control relays, CR1 through CR9 shall be solid-state relays with 3-32-V (dc), input signals with 15-Amperes, 120-V (ac), normally open contacts with brass terminals. Relay shall have zero crossing unit switch in 1/2 cycle (max.) with internal snubber feature.

**24-Volt, (dc), power supply.--**

The power supply shall be 23 to 25 volts, 0.32-Amperes DC output with 115-V (ac) input. Power supply shall have overcurrent protection with LED indicator and suitable for DIN rail mounting.

**Terminal block.--**

Terminal block shall conform to the requirements specified under "Control Console" in these special provisions.

**OVERHEIGHT GAGE INDICATOR.--**

**General.--**Overheight gage indicator shall be an automatic overheight indicator system consisting of infrared energy transmitting device, infrared energy receiving device and suitable control units for detecting overheight vehicles and shall be wired as shown on the plans. The overheight indicator system shall not be affected by weather conditions, dust, rain or other materials deposited on the transmitting or receiving faces of the equipment. The height gage transmitter and receiver shall be 120-V (ac), 60 Hz and shall operate with minimum excess gain of 625 at a minimum separation of 7.6 m. Operating temperature shall be -40°C to 70°C. Height gage receiver shall contain either a single pole, single throw (SPST) solid state isolated output switch rated 1/4-Ampere at 30-V (dc) with OFF-state leakage current not to exceed one microampere, or a relay with 2-pole, double-throw (DPDT), 5-Ampere, 120-V (ac) contacts. The receiver shall be immune to 107,000 lux of sunlight.

The transmitting and receiving units shall be mounted on bracket and attached to the poles to provide a horizontal energy beam across the lanes at 3.81 m vertical height or as directed by the Engineer.

## **INSPECTION BAY CALL SYSTEM.--**

**General.--**Inspection bay call system consists of four circuits of illuminated call pushbuttons, one for each inspection bay pushbutton station. Each circuit consists of two buttons, one at the inspection bay inspector's control station and one at the control console. When the inspector in a lane is ready to call for a truck to be inspected, he pushes the illuminated pushbutton which provides a call light at both locations. When the scale operator sends a truck to that lane, he pushes his illuminated pushbutton to extinguish the call lights at both locations.

The inspection call pushbuttons are provided for in the control console in addition to the inspection call pushbuttons as specified below.

The inspection call pushbuttons shall be installed at the inspector's control station at each bay as shown on the plans. Each pushbutton shall be in a cast metal box and shall be 22 mm oiltight, industrial, illuminated pushbutton with 24 volt-DC LED pilot light and 1-ampere contact at 24 volt-DC.

## **PUBLIC ADDRESS SYSTEM.--**

**General.--**The public address (PA) system shall include PA system control panel, PA system amplifier, desk stand type microphone, interconnecting cables and existing speakers as shown on the plans and these special provisions.

### **PA system control panel.--**

The PA system control panel shall be a surface mounted NEMA Type 12 control panel enclosure conforming to Joint Industrial Conference Standards. The enclosure shall be made of 1.91 mm (14-gage) steel minimum with all seams continuously welded. The enclosure shall contain an electrical mounting panel and a hinged door with flush latch handle. The control relays and terminal blocks shall be mounted on the panel in the enclosure. Control Relays shall be 120-V (ac) relay with double-pole, double-throw, make before break, 10-Ampere, 120-V (ac)contacts. Relays shall be enclosed in a clear plastic with 8-pin plug base. Sockets for relays shall be barrier type, 8-contact relay socket with 10-Ampere contacts and screw terminals.

Terminal Blocks shall be as specified under "Control Console" in these special provisions.

### **PA system amplifier.--**

The PA system amplifier shall be of completely solid state circuitry and shall have an integral power supply. The amplifier shall be designed for shelf mounting and shall be housed in metal cabinets. Amplifier shall meet or exceed the following requirements:

Power output	120-Watts (RMS)
Distortion	Less than 2 percent at 60-Watts (RMS)
Frequency response	50 Hz to 10 kHz + 2 db
Noise level	58 db below rated output (Microphone. Input)
Sensitivity	Full output with 0.3 milli-Volt input from microphone
Output impedance	4, 8, 16 ohms and 70 volts (constant voltage)
Primary voltage	120-V (ac), 60 Hz.
Protection	Amplifier shall have built-in protection against shorted or open speaker lines and shall have an adequate AC input line fuse.
Controls	2 microphone gain, one auxiliary gain, bass and treble control.
Inputs	2 microphone, low impedance 150 to 250 ohm, one auxiliary.

### **Microphone.--**

The microphone shall be the dynamic or moving coil type and shall be furnished with a desk stand providing four 3-position switches for lanes speakers control with center-off. Microphone case and desk stand shall be of metal construction.

The microphone shall be provided with a 8-conductors cable with 2-conductors shielded The microphone shall meet or exceed the following requirements:

Output level	Minus 59 db/1mW/10 microbar
Frequency response	60 Hz to 10 kHz
Impedance	150-250 ohms
Polar pattern	Semi-directional

**Speaker Cables.--**

Speaker cables shall be twisted pair stranded, No. 14 copper complete with shield foil, copper drain and plastic jacket suitable for underground use.

**CLOSED CIRCUIT TELEVISION SYSTEM (CCTV).--**

**General.--**This work shall consist of furnishing and installing a CCTV monitor and connecting to existing camera as shown on the plans and these special provisions. Provide all supports, fasteners and such other equipment required by the CCTV manufacturer to install a complete operational system.

**CCTV Monitor.--**

The monitor shall be high quality, high performance, 300 mm color raster-scan display built to international standards. It shall give stable and reliable performance in industrial CCTV applications and provide 60,000 hour MTBF reliability.

The monitor shall have a ventilated textured steel case and a beige tone finish.

Each monitor shall have the following controls on its front panel:

On/Off switch	Vertical hold
LED pilot light	Height (screwdriver adjust)
Reduced scan switch	Brightness
Tint	Contrast
Focus (screw-driver adjust)	A/B channel switch
NTSC and Y-C inputs	

The resolution shall be 450 or more TV lines of horizontal resolution. The video band width shall be 100 Hz-18 MHz. Audio shall be 0.5-IV RMS and impedance 4.7k ohms.

The input power shall be 120V, 50/60 Hz, 45 Watts.

The maximum operating range shall be 0 degree C to +50 degrees C. Humidity: 90 percent non-condensing at an altitude of up to 10,000 feet.

The monitor shall be UL and CSA listed.

**Power cable.--**

Units or assemblies which require 120-V (ac) power for operation shall be furnished with a 1 meter long, 3-conductor power cable permanently affixed to its chassis or enclosure at one end in a manner so that it is fully protected from contact with metal edges. The chassis or the enclosure shall have a strain relief device to prevent strain on each internal connection to the power cable.

**Coaxial cable.--**

Coaxial cable shall be type RG59/U for cameras located up to 228 m-maximum away from the monitor. Type RG6/U shall be used for cameras located up to 457 m away from the monitor.

**Fiber optic cable.--**

Fiber optic cable from the CCTV camera to the electrical room and the converter shall be of the type recommended by the camera manufacturer.

**16.06 COMMUNICATIONS TOWER****PART 1.- GENERAL****SUMMARY.--**

**Scope.--**This work shall consist of designing, fabricating, furnishing and installing a steel communication antenna tower, including support footings, in accordance with the details shown on the plans and these special provisions.

The communication tower shall be designed, constructed assembled and installed in accordance with applicable requirements of the Electronic Industries Association (EIA).

**Communication antenna.**--Communication antennas, antenna mounts, and all waveguides and coaxial cables will be furnished and installed by the others.

## **SUBMITTALS.--**

**Design data.**--Manufacturer's descriptive data, design calculations and shop drawings shall be submitted for approval. Design calculations shall show the size of concrete foundation pad, governing codes, design criteria, stress level, displacement and drift. Submittals shall be approved prior to the start of fabrication.

If design calculations consist of computerized or tabulated calculations for a series of manufactured products, the portions and values pertaining to this project shall be identified, described and indexed.

Submittals shall be prepared, stamped and signed by an engineer who is registered as a civil or structural Engineer in the State of California.

## **QUALITY CONTROL SUBMITTALS.--**

**Certificates of compliance.**--Certificates of compliance shall be furnished for the communication tower in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

Certificates of compliance shall certify that the materials and fabrication comply with these special provisions and the details shown on the approved shop drawings.

## **PART 2.- PRODUCTS**

### **Tower.--**

The communication tower shall be at least 18.2 meter in height, self-supporting, triangular, steel tower with an OSHA approved access ladder. The tower shall be supported on concrete footings and the access ladder shall be complete with base section.

The tower and footings shall be designed to support the following antennas:

1. One 11.3 kg, omni antenna located at the 18.2 meter level and extending 4.6 meter above the tower top.
2. One 11.3 kg, monitor antenna located at the 15.2 meter level and side mounted approximately 1.2 meter from the tower leg.
3. One 11.3 kg, television antenna located at the 13.7 meter level and offset 1.2 meter from the tower leg.
4. One additional 11.3 kg, antenna located at the 13.7 meter level and offset 1.2 meter from the tower leg.

The tower shall be designed to conform to the EIA requirements for drift, sway and twist at a frequency of 6 giga-Hertz, under a no-ice condition and wind load of 195 kilograms per square meter. Basic windload velocity shall be a minimum of 129 kMPH.

The communication tower framing members, brackets, fasteners, accessories, appurtenances, and supplementary parts shall be hot-dip, galvanized after fabrication.

### **Concrete and reinforcement.--**

Concrete and reinforcement shall conform to the requirements specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcements," in these special provisions, unless otherwise modified by the approved submittals.

## **PART 3.- EXECUTION**

**General.**--The communication tower shall be assembled, erected and installed by the tower manufacturer or by an authorized representative of the manufacturer, using qualified workmen skilled in the installation of such towers. Assembly, erection and installation work shall be performed in accordance with the manufacturer's recommendations, the EIA recommended procedures, and the approved shop drawings.

Grounding shall be in accordance with the tower manufacturer's recommendations.

## **16.07 FIRE ALARM AND DETECTION SYSTEM**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing a complete and operational fire alarm and detection system in accordance with the details shown of the plans and these special provisions.

The system shall include all materials, whether mentioned or not, but are necessary for the complete and operational fire alarm and detection system.

#### **SYSTEM DESCRIPTION.--**

**Design Requirements.--**The fire alarm and detection system shall be a low voltage, direct current, zoned, closed circuit, electrically supervised, and Class A fire alarm and detection system. The system shall consist of fire alarm control panel, remote annunciator, manual pull stations, smoke detectors, heat detectors, end-of-line resistors, audio-visual devices, and all other necessary appurtenances.

The alarm system components shall be listed by U.L. or F.M. and the California State Fire Marshal.

#### **SUBMITTALS.--**

**Product data.--**Manufacturer's descriptive information and installation instructions shall be submitted for approval.

Installation instructions shall include brand name and catalog reference of equipment supplied, wiring diagrams, battery calculations, voltage drop calculations, riser diagrams and floor plans showing all devices and conduit and conductor sizes.

**Shop drawings.--**Complete shop drawings shall be submitted for approval.

**State Fire Marshal approval.--**In addition to the requirements specified under "Submittals" in Division 1, "General Requirements," of these special provisions, allow an additional 12 weeks for State Fire Marshal review and approval.

### **PART 2.- PRODUCTS**

#### **Fire alarm control panel.--**

Fire alarm control panel shall be surface-mounted, locking cabinet, completely self-contained control panel suitable for 120-volt, AC, input power with separate terminals for all external wires and end-of-line resistors installed within the control panel.

The control panel shall conform to the following requirements:

- Compatible with Radionics 6000 or 6500 receiver or equivalent;
- Minimum eight (8) zones (capable of zone expansion);
- Digital dialer communicator;
- Audible trouble signal, silencing switch and trouble pilot light;
- Solid state, modular construction;
- Fan shut down relays;
- 24-hour standby batteries, battery charger with automatic transfer on loss of utility company power and retransfer upon restitution of utility power;
- Indicating lights for normal power failure, battery power failure, audible alarm, and silencing switch;
- Low battery reporting.

#### **Manual pull station.--**

Manual pull station shall be single-action, non-coded, closed circuit, pull down type pull station mounted on a standard electrical outlet box. The manual pull station actuating contact shall function continuously until reset. The pull station shall have provisions for fire drill and testing and shall have integral LED light to indicate operation of the pull station.

**Smoke detector.--**

Smoke detector shall be ionization type detector with dual chamber with sensitivity control and plug-in detector head. One chamber shall be for detection and the other for changes in ambient parameters. The smoke detector shall have integral LED light to indicate operation of the smoke detector.

**Heat detector.--**

Heat detector for automatic detection of fire shall be of compact and rugged construction employing rate-of-rise and fixed temperature methods of detecting fires. The heat detectors shall have twist-and-lock type plug-in detector head, and low profile.

**Audio-visual device.--**

Audio-visual device shall be vibrating type horn with flashing light and adjustable volume control with maximum audible output of 90 db at 3 meters from the horn. Frequency of audio visual flash shall be not less than one flash per second.

**Remote annunciator.--**

Remote annunciator shall be flush-mounted, two line by 40 character, back-lit, alphanumeric, liquid crystal display to provide remote indication of trouble and alarm status of the Fire Alarm Control Panel. Remote annunciator shall have alarm acknowledge pushbutton to silence the tone-alert and system reset pushbutton to restore the system normal operation mode.

**PART 3.- EXECUTION.--****INSTALLATION.--**

**General.--**The fire alarm system shall be installed in accordance with the manufacturer's recommendations. No modification of the recommended alarm system type, components type, or replacement shall be made without prior written approval from the Engineer.

**Fire alarm panel zoning.--**Fire alarm panel zoning shall be as follows:

- Zone 1: All smoke detectors in the clerical, hall and office area
- Zone 2: All smoke detectors in the training room and break area
- Zone 3: All smoke detectors in the locker and restrooms
- Zone 4: All heat detectors
- Zone 5: All pull stations
- Zone 6: Low battery
- Zone 7: Trouble
- Zone 8: Restoral

**Conduit and conductors.--**Fire alarm system wiring shall be installed in conduits conforming to the requirements of "Basic Materials and Methods" elsewhere in these special provisions. Conduit size shall be as recommended by the fire alarm system manufacturers except that conduits shall be not less than 16 mm diameter, trade size. All conduits shall be concealed in ceiling or walls.

Conductors and cables for the fire alarm system shall be as recommended by the fire alarm system manufacturer.

**FIELD QUALITY CONTROL.--**

**Testing.--**The operational test for the fire alarm system shall be performed by the Contractor in the presence of the Engineer. The operational tests shall demonstrate that all functions of the system operate in the manner described in the manufacturer's literature and that the system is stable under normal vibration and shocks to components. The Contractor shall notify the Engineer in writing not less than 10 days in advance of performing the operational tests.

**Monitoring.--**The contractor shall provide monitoring services for the facility for one year after the acceptance of the contract. The services shall include a toll-free telephone line connecting to the 24-hour on call monitoring station.

Monitoring station shall contact designated site representative in the event of alarm and dispatch an immediate on-site response to the alarm location if the site representative cannot be reached or verification of the cause of the alarm cannot be determined.

Monitoring services after the first year will be handled by the State.

## **DEMONSTRATION.--**

**Training.--**The Contractor shall provide one hour of on-site training on the use, operation, and, maintenance of the system for not more than 8 designated State employees. The Contractor shall notify the Engineer in writing not less than 10 days in advance of proposed training class.

## **16.08 INTRUSION ALARM SYSTEM**

### **PART 1. - GENERAL**

#### **SUMMARY**

**Scope.--**This work shall consist of furnishing and installing a complete and operational intrusion alarm system in accordance with the details shown on the plans and these special provisions at the Dunsmuir Truck Inspection Station – Scale House and Office Facility.

The system shall include all materials, whether mentioned or not, that are necessary for a complete and operational intrusion alarm reporting system.

#### **SYSTEM DESCRIPTION.--**

**Design requirements.--**The intrusion alarm system shall be a low voltage, direct current, zoned alarm system, and shall consist of a master reporting control panel in the Electrical Room, magnetic contact switches, glass break discriminators and digital keypad stations for the building. Each zone shall be a “supervised, Class B circuit”. The end of line resistor shall be installed in the identified control panel.

The alarm system shall self-test and report status of individual zones every twenty-four (24) hours.

The alarm system shall provide an automatically rechargeable back-up power supply system, 24 hour minimum, in case of building power interruption.

The alarm system components shall be UL Listed for Commercial usage or FM Listed. The system proposed shall be approved by the Federal Communication Commission (FCC).

#### **SUBMITTALS.--**

**Product data.--**Manufacturer’s descriptive information and installation instructions shall be submitted for approval.

Installation instructions shall include manufacturer and catalog reference, and model number of equipment to be furnished, conduit and conductor sizes, wiring diagram, and floor plan showing locations of devices.

#### **QUALITY ASSURANCE.--**

**Installer qualification.--**The installer of the security alarm system shall be licensed by the State Department of Consumer Affairs, Bureau of Collection and Investigative Services. License numbers and expiration dates shall be included on all correspondence.

### **PART 2.- PRODUCTS**

#### **Control panel.--**

The master control panel (Radionics 7212B) shall be a surface mounted, locking cabinet, completely self contained control panel suitable for 120-volt, AC, input power with separate terminals for all external wires.

The control panel shall meet the following requirements:

Control panel, will be UL Listed for Commercial Fire and Burglar reporting;  
Minimum eight (8) zones (capable of zone expansion);  
Digital dialer communicator;  
12-volt auxiliary power supply (minimum 24 hours);  
Rechargeable battery (24 hour minimum);  
Battery charger;  
Low battery reporting;  
Silent alarm signaling;  
System connected to RJ31X or RJ38X telephone jack or equivalent;  
Line test every twenty-four (24) hours;  
120-volt, AC, input;  
Front accessible control and indication digital keypad;  
UL Listed for commercial use;  
Remote Control identification.

#### **Magnetic contact switch.--**

Magnetic door switch for pedestrian door shall be a 2-section, self-lock mounting type switch, and shall be compatible with the material of the door on which it is installed. The switch shall be epoxied in the switch housing. Magnetic contact switches shall be the type capable of being concealed on the top of the door frame.

Magnetic contact switches for the overhead vehicle doors shall be a 2-section, extra heavy-duty, floor mounting type switch with stainless steel armored cable.

Switch shall be housed in a non-magnetic case.

#### **Glass break discriminator.--**

Glass break discriminator shall be an acoustic glass break detector with advanced technology for sensing and reporting simultaneous sound and shock wave activity. Detector shall respond to energy of breaking windows using piezo-electric crystal microphone. Sensor coverage pattern shall be directional, detecting breakage of uncovered glass in a 10.5 m wide area at a distance of 3.6 m. The sensor shall be housed in a fire retardant ABS housing.

#### **Digital Keypad.--**

Keypad shall be weatherproof 12 button keypad with 16 user codes capable of expansion to 120, surface-mounted, low voltage (12VDC/24VDC), vandal resistant device with programmable ability for user codes 1-6 digits. Keypad will have an EEPROM memory for backup of all codes, have a relock time delay adjustable time from 1-90 seconds or on/off and have a tamper switch to detect unauthorized access to the keypad working mechanism. The keypad will have incorporated four(4) on-board relays for electric door locks, alarm shunting, forced door monitoring and door ajar monitoring.

#### **Cylindrical Lever Lock.--**

Shall be heavy duty cylindrical lock set, steel, brass alloy construction, lever 120 mm long; Rose 89 mm dia.; projection 62 mm. Store room lock set – lock operated by key or inside knob. Outer knob always rigid, inside knob always free.

### **PART 3.- EXECUTION**

#### **INSTALLATION.--**

**General.--**The intrusion alarm system shall be installed in accordance with the manufacturer's recommendations and at the locations specified on the floor plans.

The switch section without wires shall be recessed flush into the top edge of the door at the approximate center of the door, and the switch section with wires shall be recessed flush in the top section of the door frame. The two sections of the switch shall be mounted directly opposite each other to provide maximum sensitivity. The wiring from each magnetic switch shall be run to the control panel in the zone dedicated for the intrusion alarm circuit.



Magnetic contact switches for overhead doors shall be mounted as follows. The switch section mounted on the bottom edge of the overhead door shall be without wires. The switch section with wire shall be mounted on the floor directly below the switch part without wires. The wiring from each magnetic switch shall be run to the control panel in the zone dedicated for the intrusion alarm circuit.

The glass break discriminator shall be mounted on the ceiling at locations shown on the plans.

At pedestrian access doors the following devices are to be installed per manufacturer instructions and work as an integrated system to control employee access and egress into the designated areas. For this building all identified digital keypads are to be mounted internal of the building. Other components of the entry system will be mounted on the access door as detailed and will include a magnetic contact switch and cylindrical lever door locks.

#### **Intrusion alarm zoning.--**

Intrusion alarm panel zoning shall be as follows:

Scale House Building (Control Panel item #1 in Electrical Room)

**Zone 1:** Glass Break Discriminators in locker rooms (items #2 and #3).

**Zone 2:** Glass Break Discriminator in Clerical Work Area (item #4).

**Zone 3:** Pedestrian Access Door into Clerical Work Area to include: one (1) Digital Keypad (item #5); one (1) Magnetic Contact Switch-Pedestrian (30 Second Delay)(item #7) and one (1) Store room Lock Set (item #6).

**Zone 4:** Glass Break Discriminator in Truckers Lobby (item #10).

**Zone 5:** Pedestrian Access Door into Truckers Lobby Area to include: one (1) Magnetic Contact Switch-Pedestrian (item #9) and one (1) Store Room Lock Set (item #8).

**Zone 6:** Glass Break Discriminator in Office #1 (item #11).

**Zone 7:** Glass Break Discriminator in Office #2 (item #12).

**Zone 8:** Pedestrian Access Door into Hallway # 2 to include: one (1) Digital Keypad (item #19); one (1) Magnetic Contact Switch-Pedestrian (30 Second Delay)(item #20) and one (1) Store Room Lock Set (item#18).

**Zone 9:** Pedestrian Access Door into Training Room to include: one (1) Digital Keypad (item #15); one (1) Magnetic Contact Switch-Pedestrian (30 Second Delay)(item #16) and one (1) Store Room Lock Set (item #17).

**Zone 10:** Glass Break Discriminators in Training Room Area (items #13 and #14)

**Zone 11:** Pedestrian Access Door into Hallway #1 to include: one (1) Digital Keypad (item #21); one (1) Magnetic Contact Switch-Pedestrian (30 Second Delay)(item #22) and one (1) Store Room Lock Set (item#23).

**Conduit and conductors.--**All intrusion alarm system wiring shall be installed in conduit system conforming to the requirements under "Basic Materials and Methods" elsewhere in these special provisions. Conduit size shall be as recommended by the intrusion alarm manufacturer, except that conduits shall not be less than 13 mm diameter. Within the office building areas conduits shall be concealed in ceiling or walls. All other conduit shall be exposed.

All conductors and cables for the intrusion alarm system wiring shall be as recommended by the intrusion alarm system manufacturer.

All points of protection must be specifically identified by zone when reporting to the intrusion alarm panel. All points of protection will be transmitted to the UL Listed monitoring company.

#### **FIELD QUALITY CONTROL**

**Testing.--**The operational test for the intrusion alarm system shall be performed by the Contractor in the presence of the Engineer and a representative from Caltrans Operation Security Branch. The operational tests shall demonstrate that all functions of the system operate in the manner described in the manufacturer's literature and demonstrate system stability under normal vibration and shocks to components. The Contractor shall notify the Engineer and Caltrans Operations Security Branch in writing not less than 10 days in advance of performing the operational tests.

**Monitoring.**--The Contractor shall provide UL Listed monitoring services for the facility for one year after the acceptance of the contract. The services shall include a toll-free telephone line connecting to the 24-hour on call monitoring station. Monitoring station shall contact designated site representative in the event of alarm and dispatch an immediate on-site response to the alarm location if the site representative cannot be reached or verification of the cause of the alarm cannot be determined.

## **DEMONSTRATION**

**Training.**--The Contractor shall provide on-site training on the use, operation and maintenance of the system for designated employees. The Contractor shall notify the Engineer in writing not less than 10 days in advance of proposed training class.

**DIVISION 17**  
**FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Division 17. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.10 of the General Conditions.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this division are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

### Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

### **I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

**6. Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### **II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.



a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

Contract No. «Dist»-«Contract\_No»

## **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

#### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman,

or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

### **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-

0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. Blank**

## **VII. Blank**

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid

highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or

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State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

### CALIFORNIA ECONOMIC AREA

	Goal (Percent)
<b>174 Redding, CA:</b>	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
<b>175 Eureka, CA:</b>	
Non-SMSA Counties .	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
<b>176 San Francisco-Oakland-San Jose, CA:</b>	
SMSA Counties:	
7120 Salinas-Seaside-Monterey, CA	28.9
CA Monterey.	
7360 San Francisco-Oakland	25.6
CA Alameda; CA Contra Costa; CA Marin CA San Francisco; CA San Mateo.	
7400 San Jose, CA	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino; CA San Benito.	
<b>177 Sacramento, CA:</b>	
SMSA Counties:	
6920 Sacramento, CA.	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties.	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
<b>178 Stockton-Modesto, CA:</b>	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras;	

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CA Mariposa;CA Merced; CA Tuolumne.

	Goal (Percent)
<b>179 Fresno-Bakersfield, CA:</b>	
SMSA Counties:	
0680 Bakersfield, CA CA Kern.	19.1
2840 Fresno, CA CA Fresno.	26.1
Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
<b>180 Los Angeles, CA:</b>	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden Grove, CA. CA Orange.	11.9
4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
<b>181 San Diego, CA:</b>	
SMSA Counties	
7320 San Diego, CA. CA San Diego.	16.9
Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.